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ABSTRACT

This report describes a project to develop instructional materials for the Harrisburg Housing Authority that would enable tenants to understand more clearly the terms of their lease agreements. Project products were designed for tenants, many of whom were students in adult basic education classes, and for housing authority personnel who participate in tenant association meetings. Procedures included the following: identifying problem areas between tenants and the public housing authority related to the understanding of the lease; developing instructional activities and materials that would clarify and explain identified problem areas; field test materials and curriculum; and publish a final curriculum and resource materials. The 13-page report is accompanied by a trainer's handbook for facilitating group activities. The handbook is divided into five sections. Section 1, Facilitator's Notes, provides these materials for each of the 18 sections of the lease that are covered: objective, points to remember, discussion topics, questions, and activity. Section 2, Participant's Reference Sheets, contains handouts on each topic. Section 3, Response Sheet, allows participants to write down answers to questions posed by the group facilitator. Section 4 contains the current lease agreement. Section 5, Pre-Post Activity Assessment, is a 30-question optional assessment. (YLB)

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ED 395 128

Final Report

Project 98-5021

Understanding Your Lease

(A Tenant's Resource Packet for Harrisburg Housing Authority Residents)

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Understanding Your Lease

(A Tenant's Resource Packet for Harrisburg Housing Authority Residents)

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Fiscal Year
July 1, 1994 - June 30, 1995

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$4,943

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98-5021

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ABSTRACT PAGE

Title: Understanding Your Lease (A Tenant's Resource Packet for Harrisburg Housing Authority Residents)

Project No: 98-5021 **Funding:** $4,943

Project Director: Jeffrey Woodyard **Phone No:** 717-238-7318

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Agency/Address: Tri-County Opportunities Industrialization Center, Inc.
2107 North 6th Street
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Purpose:

The purpose of this project was to provide instructional materials to the Harrisburg Housing Authority so that tenants could understand more clearly the terms of their lease agreements.

Target Audience:

The project is specific to residents of the Harrisburg Housing Authority. The project products were designed for tenants and for housing authority personnel who participant in tenant association meetings. Many of the tenants were also students in adult basic education classes.

Procedures:

For this project, the procedures included these activities: **1)** identifying problem areas between the tenants and the public housing authority related to the understanding of the lease, **2)** developing instructional activities and materials that would help to clarify and explain identified problem areas, **3)** field testing instructional materials and curriculum, and **4)** publishing a final curriculum and resource materials for dissemination.

Summary of Findings:

All the objectives for this project were reached. Some of the objectives were slightly modified as the project progressed. The instructional delivery method was more appropriate for group activities rather than individualized instruction. As a result, the activities and "learning packets" developed under this project emphasis group participation. Others who try to replicate this project must be sure that the relationship between the public housing authority and the adult literacy provider is strong. The information presented is sensitive and at times subject to interpretation and change. Since the lease is a legal document, we would recommend that the final interpretation of the lease be viewed by an attorney or, at minimum, by a member of the housing authority.

Comments:

This project proved to be very helpful in developing team-building, critical thinking, and problem/conflict resolution skills. Tenants who participated in the project indicated that they not only understood their responsibilities better, but also were able to solve problems and seek solutions before outside intervention was required.

Products:

Facilitator's manual. Student handouts.

Introduction

Over the past 10 years, Tri-County OIC has worked closely with the Harrisburg Housing Authority. OIC has provided on-site academic classes for over 500 public housing residents. As an ongoing part of our services to the housing authority, OIC has tried to meet the literacy needs of the public housing tenants by providing content-specific courses to the residents. This project was an effort to continue to meet that need.

The need for this project arose from two facts: 1) the reading level of the current residential lease is above the eighth grade level, and 2) the reading level of many of the residents whom we saw in class was below the eighth grade level. As a part of a life skills class, students would address issues that concerned their lease. It was clear that a lot of the important information contained in the lease went unread by many of the tenants, and, if read, may have been misunderstood.

Housing authorities also indicated that they had difficulty in disseminating information to tenants. Tenant council meetings were regular forums for discussing issues that could be answered if the tenants better understood their lease agreements. Both residents and the housing authority were equally frustrated concerning issues of responsibilities and obligations as they related to the lease agreement. As a result, it was thought that it would be helpful to provide instructional materials to the housing authority and the tenants which could be used to help them better understand their lease.

Under this project, OIC believed that it could develop materials that would help the tenants understand their lease as well as develop basic literacy skills such as

- vocabulary development
- reading comprehension
- following directions
- sequencing
- identifying cause and effect
- basic math

The target group for this project were those public housing residents who normally participated in adult education classes as well as those who attended tenant association meetings. The project activities took place over a twelve-month period.

Project staff included: Jeffrey Woodyard, Project Supervisor, responsible for overseeing all project activities and product design; Eric Epstein, Project Implementor, responsible for identifying key points and concepts in the tenant's lease and for field testing the products on adult learners; Allyson Joyner, Project Implementor, responsible for reviewing product materials and developing an assessment instrument; and Joyce Robertson-Munyofu, responsible for identifying appropriate curriculum activities and discussion topics.

Permanent copies of this project can be found at

AdvancE
PDE Resource Center
333 Market Street - 11th Floor
Harrisburg, PA 17126-0333
717-783-9192

Western Pennsylvania Adult Literacy Resource Center
5347 William Flynn Highway
Route 8
Gibsonia, PA 15044
412-443-7821

Narrative

The goals for this project were

to identify areas of concern from the tenants and the housing authority's perspective
to develop no fewer than 14 learning activities packets
to field test on no fewer than 50 public housing residents the curriculum and activities packets
to modify the curriculum as needed
to disseminate the curriculum and materials on a state-wide basis

Objective 1 Plan/Process

Under the first objective, the project implementor assessed the needs of the tenants and the housing authority representatives. A needs assessment was to be developed. The assessment was meant to determine the extent of the need for training and the anticipated results. A task force of OIC staff, housing authority staff and tenants was to be formed. From this task force would come the general topics that would be contained in the curricula material.

Objective 1 Results/Suggestions

As the project began we immediately discovered that there was no need for a needs assessment. Both the tenants and the housing authority were in agreement that, in general, the students for whom this project was designed would best be served if the entire lease was addressed. Specific topics would be given more attention when it was felt that the topic was of significant importance or was often misunderstood or misinterpreted by the tenants. Another important concern addressed by the housing authority was that many of the tenants who had problems understanding their lease did not attend adult education classes and, therefore, may not benefit from this project.

A decision was made early into the project to make the materials developed more appropriate for group gatherings such as tenant association meetings. It was felt that those tenants who attended the association meetings were more representative of the tenants who not only had trouble understanding their lease, but were willing to talk about issues that this project could address. With this information, the focus of developing the

instructional material shifted from individualized classroom learning packets to more group information and discussion activities.

With this new perspective in mind, the project staff gathered the pertinent resource materials needed to start to develop learning materials. The housing authority provided a copy of the tenant's lease. Additional materials such as tenant notices, changes in procedure or policy, and informational fliers were also gathered.

Objective 2 Plan/Process

The second objective was to develop learning activity packets for the tenants. The project implementor was asked to consider the following when developing the packets:

- the academic levels of the learners
- the demographic diversity of the tenants
- the needs and concerns of the housing authority and tenants

The project implementor was asked to research similar 353 projects. In addition, the project implementor reviewed available life skills textbooks to determine if any currently available materials could be incorporated into the proposed curriculum.

After reviewing the materials, the project implementor reported his finding to the project staff. The staff made final decisions about 1) the design format of the curriculum, 2) the content areas of the curriculum, 3) creating a pre/post test assessment, and 4) developing study materials.

Objective 2 Results/Suggestions

The most important result that occurred as a result of the activities under this objective was the final design of the curricula materials. The project staff decided to develop a facilitator's manual that could be used by classroom instructors or by housing authority personnel at tenant association meetings. Originally it was felt that individual learning activity packets could be used as a delivery method. The tenants could, in theory, take these packets

of information home and review them at their leisure. The tenants could select the topics to study based on their individual interests or concerns.

The project staff and the hosing authority felt that this delivery method of self-study would present the same kinds of error in interpretation or misunderstanding that already existed with the lease. Everyone felt that what was missing from the learning process was an instructor or facilitator who could use the lease as a point of reference and make real life comparisons to the tenant's situations and experiences. As a result, the final product turned into a trainer's guide for facilitating group activities. The handbook is meant to be used by someone who has some knowledge of the rules, regulations and responsibilities of both the tenants and the housing authority.

The handbook covered every section of the tenant's lease. Each section is separated into the following areas:

Objective - A short statement of the instructional purpose for reviewing the lease sections.

Points to Remember - A summary of the important concepts found under each section of the lease.

Discussion Topics - A list of suggested topics that can lead to discussion, critical thinking, and problem resolution activities among the participants.

Questions - Sample inquiries that the facilitator can pose to the group to stimulate discussion and role playing.

Activity - A literacy activity such as writing, speaking, etc., that can be used to further clarify a point.

The handbook also contains participant handouts, a copy of the tenant's lease referenced by the section and topic, and a pre/post assessment.

Objective 3 Plan/Process

The third objective was to field test the materials on housing authority residents. The instructional delivery method was to included the following:

1. formal classroom instruction
2. workshop presentations
3. self-paced, individualized instruction
4. homebound instruction.

OIC had planned on doing this in a classroom environment. The students who would participate in the field test would be the same students that attended OIC adult education classes. The instructor would administer a pretest to the tenants prior to instruction. While instructing the class, the teacher would note the **1)** level of interest of the tenants with respect to the various topics presented, **2)** any instances of lack of curriculum materials, **3)** topic areas not covered by the curriculum materials but identified as concerns, and **4)** the length of time needed to complete the various topics.

Objective 3 Results/Suggestions

While most of the activities under Objective 3 occured as planned, the instructional delivery was done primarily in two ways:

- individualized instruction
- group presentations

Students were not given the lease material to study on their own because of the concern with misinterpretation. The project implementor spent time with interested tenants individually. Issues that concerned their occupancy were discussed on a situation-by-situation basis. This method, while helpful, was not as effective as group presentations. In using the group method the facilitator could involve the experiences of more tenants to drawn upon as examples. The tenants in group activities benefited from the problem solving and problem resolution activities much more than those tenants who participated in individualized activities.

The observation of the different dynamics of these two delivery methods resulted in developing a product that is geared primarily for group presentations, classroom activities, or facilitator-tenant informational counseling sessions.

Objective 4 Plan/Process

The plan under Objective 4 was to modify the materials as needed. In any curriculum design project modifications need to be made after field testing the product. Using suggestions from the project partners and the student participants, modifications were made. The modifications centered around the design of the product. The team felt that even though some of the topics covered in the lease were self-explanatory, for consistency, every section should be included in the curriculum.

Objective 4 Results/Suggestions

The final product underwent several revisions before it was finally approved by the team. The biggest obstacles in this process was making sure that the information contained in the curricula material accurately reflected the meaning and intent of the original lease. Since staff was working with a legal document, it was important to be sure that no incorrect information was being disseminated to the tenants.

Objective 5 Plan/Process

Under Objective 5, the product and report would be disseminated. Copies of the final report and products were sent to both state resource centers. Copies of the final product were also disseminated to the appropriate housing authority officials.

Objective 5 Results/Suggestions

Programs considering adapting this project might consider disseminating copies of the final products to housing tenants at tenant's council meetings, at the housing development's payment office, and at community service providers such as day care centers.

Project Evaluation

The evaluation of this project was summative. The project staff met monthly to evaluate the progress of the project. Meetings included OIC staff, tenants, and housing authority representatives. Ongoing evaluation was provided by the instructors who used the curriculum. Facilitators were asked to complete a short questionnaire. The questionnaire gathered information about the ease of use of the materials, the need for additional resources, the importance of using the lease as a source document, the length of the lessons, the interaction of the tenants, and the requests for follow-up information. From the information that was gathered it is recommended that other providers develop additional activities and examples of how the responsibilities and obligations of the tenant can be met to minimize confrontation and confusion among tenants and between the housing authority and the tenants.

No outside evaluators were used for this project.

Dissemination

This report and the products developed under this grant have been disseminated through *AdvancE* and the *Western Pennsylvania Adult Literacy Resource Center*.

Conclusions

The project proved to be a cost effective way to offer real technical assistance to tenants who had difficulty in understanding their obligations, responsibilities and rights under their lease agreement. Tenants had the opportunity to use literacy skills to help solve real-life problems. Other providers should consider adapting this project as a way to improve the problem-solving, conflict resolution and communication skills or their students.

Understanding Your Lease

A Trainer's Handbook

for

Facilitating Group Activities

Written and Compiled by

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"The activity which is the subject of this report, was supported in part by the U.S. Department of Education. However, the opinions expressed herein do not necessarily reflect the position or policy of the U.S. Department of Education or the Pennsylvania Department of Education, and no official endorsement should be inferred."

Additional Copies Of This Report/Product May Be Obtained From:

AdvancE
PDE Resource Center
333 Market Street
Harrisburg, Pennsylvania 17126-0333
1-800-992-2283

Understanding Your Lease

Introduction

Welcome to *Understanding Your Lease*, a Section 353 product that was produced to help tenants who live in the Harrisburg Housing Authority's public housing units better understand their rights and responsibilities as tenants. The product is designed to be used in the following manners:

- *to provide topics for group discussions at tenant association meetings*
- *to serve as life skills instructional materials in adult education classes*
- *to provide reference materials for tenants who wish to clarify tenant and Housing Authority responsibilities*

This product does not replace or supplant any official documents that are part of the tenant's lease agreement with the Harrisburg Housing Authority. It is the responsibility of the facilitator/instructor to be familiar with current rules and regulations that affect tenant occupancy.

Credits:

Eric Epstein
Allyson Joyner
Joyce Robertson-Munyofu
Jeffrey Woodyard

Understanding Your Lease

How to Use This Manual

This manual is designed to be used by a group facilitator or classroom instructor. The information contained in the manual primarily references pertinent sections of the tenant's lease. Suggested discussion topics, questions, and activities are provided to assist the facilitator/instructor in leading group instruction and information sharing. It is hoped that the information and activities contained in this manual will lead participants to talk about their responsibilities as tenants and to understand better the reasons for various rules and conditions.

If used in a classroom environment, an adult education instructor can use the topics and activities as a springboard to help students improve their written and oral communication skills, reading comprehension skills, and math skills. Even though the manual was designed specifically for Harrisburg Housing Authority tenants, it is likely that many of sections are contain in similar public housing leases and, thus, could be adapted by other literacy providers.

The manual is separated into 5 sections. The sections are described below.

Section 1 - Facilitator's Notes

This section is separated into these categories: *Objective, Points to Remember, Discussion Topics, Questions,* and *Activity*. The *Objective* states the general purpose of reviewing the lease section. The *Points to Remember* summarizes the important concepts found in the identified lease section. The facilitator should review these points with the group. It is important to elicit prior knowledge from the participants. Prior knowledge and experiences can help to set the tone for the discussions. The *Discussion Topics* are suggested topic areas that, if talked about, might clarify specific lease problem areas. The *Questions* section contains sample inquires that the facilitator can make to the group. An answer sheet is included so that participants can record their responses to the questions. Other questions should be asked based on the group's interests and concerns. The *Activity* section can be used to further clarify a point or to allow the participants a chance to apply their basic skills in a real life situation.

Section 2 - Participant's Reference Sheets

These sheets should be used as handouts. The facilitator should distribute a set to each participant. The facilitator should demonstrate how to read the handouts. Basically each handout contains a verbatim quote from the tenant's lease. The quoted reference is paraphrased for the tenant. These paraphrased statements are essentially the same as the facilitator's *Points to Remember.* The facilitator should make reference to these handouts as he/she discusses the tenant's and Housing Authority's responsibilities and obligations.

Section 3 - Response Sheet

The response sheet can be used by the participants if they choose to write down the answers to the questions posed by the group facilitator. The facilitator should hand out blank sheets of paper so that participants can answer additional questions or take notes.

Section 4 - Residential Lease Agreement

This section contains the current lease agreement between the tenant and the Housing Authority. The sections of the lease that are referenced in the participant's handouts are numbered sequentially. It is important that the participants see and understand that the quoted statements in their handouts are taken directly from their lease. The tenants should be given a copy of the numbered lease so that the *Points to Remember* can be put into the proper context.

Section 5 - Pre-Post Activity Assessment

A small, thirty-question, assessment is included in this manual. An optional activity might include administering this assessment prior to group activities. The same assessment could be given at the end of all instructional activities.

Several suggestions for closure activities include:

- *have a Housing Authority representative talk to the an answer questions*
- *have participants write to the Housing Authority requesting copies of the Grievance Procedure*
- *have participants develop a yearly schedule of housekeeping activities that will help them prepare for their annual inspection*
- *have the participants develop form letters which can be used to request maintenance service*

Understanding Your Lease

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Understanding Your Lease

Section I

DESCRIPTION OF PARTIES AND PREMISES

Facilitator's Notes

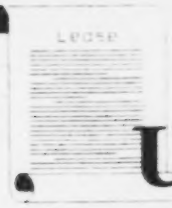
Objective To explain to the tenants their responsibilities for reporting accurately and timely the members of their household and to make clear that the unit is used for living purposes only.

Points To Remember:

- You must have prior approval of the Housing Authority to allow anyone who is not listed in your lease to live with you, other than a child you birth. **(R1)**
- If any member of your household leaves for any reason, you must report this in writing to the Housing Authority within 10 days. **(R2)**

Discussion Topics:

- Give an example of when a tenants need to report additional family members who wish to live in their unit.
- Give an example when it is not necessary to get prior approval for before someone can move into a tenant's unit.
- Discuss the time frame for reporting deletions from the living unit and possible reasons for members leaving the household.



Understanding Your Lease

Section I

DESCRIPTION OF PARTIES AND PREMISES

(cont.)

Facilitator's Notes

Questions:

◊ May a tenant operate a business from his or her apartment? **(Q1)**

No

◊ If a son or daughter moves out, in how many days must you report this to the Housing Authority? **(Q2)**

10 days

◊ True or False? A tenant must have the written approval of the Housing Authority to allow one's parents to move in. **(Q3)**

True

Activity:

Have the participants write a short note to the Housing Authority indicating either their desire to add a new member to the household or notifying the Housing Authority that a member will be leaving the household. Review the letters either in groups or as individual participants.

Understanding Your Lease

Section II

LEASE AND AMOUNT OF RENT

Facilitator's Notes

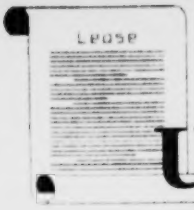
Objective To understand the renewal policy, the due date of rent, and the amount of rent due by the tenants.

Points To Remember:

- Your lease is automatically renewed every month, unless an agreement is reached between you and the Authority. **(R3)**
- Your rent is due on the first day of each month. **(R4)**
- Your rent will be considered late if it is paid after the 5th day of the month. **(R4)**
- Maintenance services for normal wear and tear are included in the rent. **(R4)**

Discussion Topics:

- Refer the group to *Section VII* of the lease to discuss rent payment adjustments.
- Talk about what tenants should do if they anticipate a late rent payment.



Understanding Your Lease

Section II

LEASE AND AMOUNT OF RENT *(cont.)*

Facilitator's Notes

Questions:

◊ True or False? Your lease is renewed every year. **(Q4)**

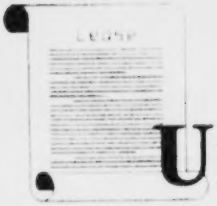
False

◊ True or False? Your rent is late if it is paid after the fifth day of the month. **(Q5)**

True

Activity:

Have participants discuss what they would do if they were unable to make a rent payment by the fifth of the month.



Understanding Your Lease

Section III

OTHER CHARGES

Facilitator's Notes

Objective To understand the reasons for other charges and to discuss the tenant's responsibilities in paying these charges.

Points To Remember:

* If the Housing Authority determines the maintenance service you need is not due to wear and tear, you will have to pay the cost for that service. **(R5)**

* If you use excessive utilities (electricity, gas, etc.) which the Housing Authority supplies, you will have to pay additional charges which will be determined by the Housing Authority. **(R6)**

Discussion Topics:

- Discuss how the Housing Authority determines that the tenant has used excessive utilities.
- Discuss how rates for excessive utilities are assessed.
- Talk about examples of damage beyond normal wear and tear for which tenants must pay.
- What happens if a "good" tenant accidentally causes damage to the apartment or some appliance. Will the tenant be required to pay for the repair services?

Understanding Your Lease

Section III

OTHER CHARGES *(cont.)*

Facilitator's Notes

Questions:

◊ True or False? The Housing Authority will charge the tenant labor and materials costs for excessive wear and tear? **(Q6)**

True

◊ The Housing Authority will require the tenant to pay charges for which of the following: **(Q7)**

a. Fighting

b. Letting the garbage pile up

c. Excessive utility use

Activity:

Develop a math problem that involves extra rent charges due to added maintenance costs. Have the participants determine the amount of rent due.

Understanding Your Lease

Section IV

PAYMENT LOCATIONS

Facilitator's Notes

Objective To understand where rent payments should be made.

Points To Remember:

- **R**ent and other charges can be paid at the place stated in *Part II* of your lease. **(R7)**

Discussion Topics:

- Talk about the specific location(s) where tenants may pay their rent.
- Discuss what tenants should do if they cannot get to the specified locations.

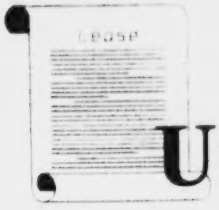
Questions:

◊ True or False? Maintenance charges can be paid directly to the person performing the repairs? **(Q8)**

False

Activity:

Have the group discuss the following question: If a tenant mails the rent on the fourth of the month but the rent office does not receive it until the sixth of the month, will the tenant be assessed a late fee?



Understanding Your Lease

Section V

SECURITY DEPOSIT

Facilitator's Notes

Objective To understand the responsibilities of the tenant and the Housing Authority in paying, using, and/or returning the security deposit.

Points To Remember:

* Your security deposit is $100 or the equivalent of one month's rent, whichever is less. **(R8)**
* Your security deposit will be used by HHA to pay the costs of rent or other charges you owe when the lease runs out. It also may be used to repair any intentional damages to the property caused by you, your friends or family. **(R9)**
* Your security deposit will not be returned until you have moved out of the premises and the unit has been properly inspected. **(R10)**
* Your security deposit will be returned within thirty days after you move out of the unit. Costs for repair, etc., will be deducted from your security deposit before it is returned. **(R11)**

Understanding Your Lease

Section V

SECURITY DEPOSIT *(cont.)*

Facilitator's Notes

Discussion Topics:

- Discuss how the Housing Authority defines intentional or negligent damages.
- Give examples of a deduction that will be made from the security deposit in cases of intentional or negligent damages.
- Talk about what happens when a tenant abandons a unit.

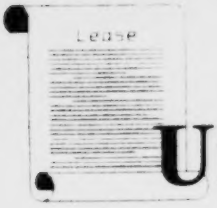
Questions:

◊ True or False? Your security deposit can not be refunded until you move completely out of your unit. **(Q9)**

True

Activity:

Conduct a brainstorming activity. Have the participants make two lists. The first list should contain examples of damages that might lead to deductions from their security deposit. The second list should contain examples of normal wear and tear that might not be deducted from their security deposit.



Understanding Your Lease

Section VI

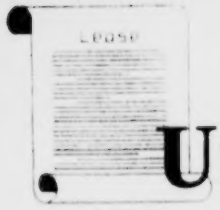
UTILITIES AND APPLIANCES

Facilitator's Notes

Objective To understand the responsibilities of the Housing Authority and the tenant in supplying, paying for, and using appliances and utilities.

Points To Remember:

- HHA will supply water and sewerage. In addition, HHA will provide those utilities marked with an **(x)** in *Part II* of your lease. **(R12)**
- HHA will provide a cooking range and a refrigerator. Other major appliances such as air conditioners, freezers, dryers, etc., will be permitted only with a written approval by the HHA. In addition, there may be a charge for use of these appliances. **(R13)**
- If HHA does not supply electricity, natural gas or heating fuel, an allowance for payment of these utilities will be subtracted from your monthly rent. If your payment ever exceeds this allowance, you must pay the entire utility bill. If your utility bill is less than your allowance, you will receive the difference. **(R14)**
- Space heaters are not allowed. **(R15)**



Understanding Your Lease

Section VI

<u>UTILITIES AND APPLIANCES</u> (cont.)

Facilitator's Notes

Discussion Topics:

- Talk about some of the ways that tenants can keep down utility bills.
- Discuss how tenants should make arrangements to install appliances other than those supplied by the Housing Authority.
- Discuss the fees associated with using additional appliances.
- Discuss how the Utility Allowance works if the tenant is over or under his/her monthly allowance.

Questions:

◊ True or False? Space heaters are sometimes allowed in extremely cold weather or when the normal heating unit is being repaired. **(Q10)**

False

◊ True or False? You must obtain approval from the Housing Authority before you put an air conditioner in your unit. **(Q11)**

True

Activity:

Have the participants form groups. Have the groups list which appliances require prior permission to use in their units and which do not. Encourage the groups to discuss why some appliances are allowed while others are not.

Understanding Your Lease

Section VII

TERMS AND CONDITIONS

Facilitator's Notes

Objective To understand the general terms and conditions required for general occupancy.

Points To Remember:

- **K**eep your unit clean, safe and livable. **(R16)**
- **M**ust be able to master independent living conditions. If you cannot take care of your daily needs, you must make arrangements to have them provided for you. **(R17)**
- **T**he status of your family and your monthly rent will be reexamined every year. **(R18)**
- **I**f someone with an income joins your family, your rent will be increased. **(R19)**
- **I**f you suffer a loss of income, you may be granted a reduction in rent. **(R20)**
- **T**he Housing Authority changes rent policies and procedures only when Federal laws change. **(R21)**

Understanding Your Lease

Section VII

TERMS AND CONDITIONS *(cont.)*

Facilitator's Notes

Discussion Topics:

- Talk about what types of income are reportable.
- Give examples of when rent adjustments become effective for a rent decrease.
- Give examples of when rent adjustments become effective for a rent increase.
- Talk about the effects of misrepresentation due to failure to report a change in the family's size of income.
- Discuss the penalties and fines for failure to pay rent or other charges.
- Talk about moving tenants from smaller to larger units and from larger to smaller units.

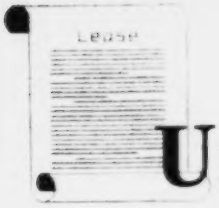
Questions:

◊ A tenant must have the written approval of the Housing Authority to allow a guest or visitor to stay more than how many days? **(Q12)**

a. 15 days

b. 20 days

c. 30 days



Understanding Your Lease

Section VII

***TERMS AND CONDITIONS** (cont.)*

Facilitator's Notes

Questions:

◊ When will the Housing Authority help or ask a tenant to find another place to live? **(Q13)**

a. If abusive or disruptive behavior occurs.

b. If the tenant cannot live independently.

c. If the tenant cannot keep a safe and clean home.

d. All of the above

◊ True or False? Each year the tenant must provide the Housing Authority with accurate information about his family member,s income. **(Q14)**

True

◊ When will the Housing Authority increase a tenant's rent payment? **(Q15)**

When the family's household income increases.

Activity:

Have the group discuss independent living. What does the phrase mean. What can be done to help someone who seems to have difficulty living independently?

Understanding Your Lease

Section VIII

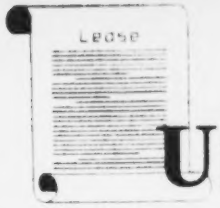
HHA OBLIGATIONS

Facilitator's Notes

Objective To understand the Housing Authority's responsibilities in meeting the terms of the lease.

Points To Remember:

- **K**eep the premises in a decent, clean and safe condition. **(R22)**
- **C**omply with all building codes and regulations. **(R23)**
- **M**ake necessary repairs to the premises. **(R24)**
- **K**eep electrical, plumbing, sanitary, heating and ventilation systems in good working order. **(R25)**
- **P**rovide and maintain proper receptacles for garbage and other waste. **(R26)**
- **S**upply hot and cold running water during appropriate times of the year. Supply heat during appropriate times of the year. **(R27)**



Understanding Your Lease

Section VIII

HHA OBLIGATIONS *(cont.)*

Facilitator's Notes

Discussion Topics:

- Talk about what the Housing Authority does to maintain the outside of the units.
- Talk about what the Housing Authority does to maintain the inside of the units.
- Discuss how heat is supplied according to local customs and usage.

Questions:

◊ True or False? The housing Authority is responsible for keeping electrical, plumbing, sanitary, heating and ventilation systems in good working order. **(Q16)**

True

◊ True or False? If you ask, the Housing Authority will supply waste containers for you to use inside your unit. **(Q17)**

False

Activity:

Have the group talk about occasions when they have seen the Housing Authority fulfill its obligations under this section of the lease.

Understanding Your Lease

Section IX

TENANT'S OBLIGATIONS

Facilitator's Notes

Objective To understand the tenant's responsibilities in meeting the terms of the lease.

Points To Remember:

- You can not rent to other people. **(R28)**
- You can not have a guest stay more than 30 days without permission from the office. If you do have guest, please make sure s/he behaves in a way that won't be disruptive or violate any of the Housing Authority's rules. **(R29)**
- You can not operate a business out of your home. Your unit can be used only as a home for you and those that you have listed in your current lease agreement. **(R30)**
- You must be careful not to overuse or abuse your electric, water, toilet and trash privileges. **(R31)**
- You must keep your home clean and safe. **(R32)**
- You are responsible for any damages you or your guests make. In addition, please report to the manager in writing any incidents of property destruction or inappropriate behavior as soon as possible. **(R36)**

Understanding Your Lease

Section IX

***TENANT'S OBLIGATIONS** (cont.)*

Facilitator's Notes

Points To Remember (cont.):

- **R**efrain from disruptive or abusive behavior. **(R35)**
- **P**lease do not use nails, tacks, screws, brackets or fasteners without talking to the manager first. **(R34)**
- **B**efore you make any changes to your house (for example, any changes of wallpaper, carpet, flooring, locks) please contact the manager. **(R33)**
- **F**irearms are only allowed if they are licensed and approved by the Housing Authority. In addition, all guns must be registered at the front office. **(R37)**
- **P**lease be careful not to store anything that could catch fire like gas cans, trash or matches. **(R38)**
- **P**lease do not hang TV or radio antennas or signs. **(R39)**
- **P**ets are forbidden. If you have a handicap, you may be granted permission by the manager to have a pet. **(R40)**

Understanding Your Lease

Section IX

***TENANT'S OBLIGATIONS** (cont.)*

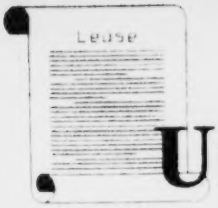
Facilitator's Notes

Points To Remember (cont.):

- All cars must be operable and have current inspection stickers and licenses. Disabled cars will be towed at the owner's expense. **(R41)**
- Please do not make automobile repairs anywhere on the property. **(R42)**
- Any unused appliances like refrigerators or stoves must be removed from the area or the Housing Authority will do so and charge you a fee. **(R43)**

Discussion Topics:

- Discuss policy regarding having guest staying more than 30 days.
- Discuss the firearms policy and appropriate government ordinances.
- Talk about removing unwanted or unused appliances and automobiles.
- Talk about what the Housing Authority considers to be a pet.
- Discuss the proper procedure for making cosmetic changes to units (painting, wallpaper, etc.)



Understanding Your Lease

Section IX

***TENANT'S OBLIGATIONS** (cont.)*

Facilitator's Notes

Questions:

◊ True or False? You are responsible for any damages caused by your guests. **(Q18)**

True

◊ True or False? You cannot make automobile repairs on Housing Authority property. **(Q19)**

True

Activity:

Have the participants write a sample letter to the Housing Authority requesting permission to paint a bedroom and hang appropriate pictures.

Conduct a group discussion about disruptive or offensive behavior. What can tenants do? What are the consequences of such behavior?

Understanding Your Lease

Section X

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

Facilitator's Notes

Objective To understand the obligations of the Housing Authority and the tenant in the event that there is damage to the unit.

Points To Remember:

* The Housing Authority is responsible for repairing your unit if it is damaged. However, if you or somebody in your unit caused the damage a fee will be charged. **(R44)**
* The Authority will relocate you as soon as possible if repairs are serious and can not be made immediately. **(R45)**
* You are entitled to a refund if your unit is no longer livable and the Authority can not provide you with another unit or you do not wish to live in another unit. **(R46)**
* If you plan to make a deduction from your rent for damages, you must notify the Executive Director in writing. **(R47)**
* While repairs are being made to your unit, you are entitled to deduct some of your rent provided you can agree on the amount with the Housing Authority before hand. **(R48)**

Understanding Your Lease

Section X

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY *(cont.)*

Facilitator's Notes

Discussion Topics:

- Discuss when damages to the unit are sufficiently severe that the tenant may be eligible for a rent abatement.
- Talk about the Authority's responsibility in relocating tenants if necessary.

Questions:

◊ True or False? You are entitled to a refund if your unit is no longer livable? **(Q20)**

True

◊ True or False? You may deduct the amount for damages from your rent payment as long as you notify the Executive Director or project manager at the same time. **(Q21)**

False

Activity:

Role play a situation that involves the tenant asking for a rebate due to damages.

Understanding Your Lease

Section XI

INSPECTION OF THE PREMISES

Facilitator's Notes

Objective To understand the purposes for pre-occupancy, pre-termination and annual inspections.

Points To Remember:

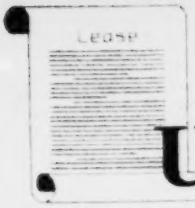
* **B**efore you rent, you must inspect the unit with a representative of the Housing Authority. Make sure you check your unit very carefully before signing an agreement. **(R49)**

* **W**hen you move out the Housing Authority will inspect your unit and make a written statement concerning any additional charges. **(R50)**

* **E**ach year the Housing Authority will check to make sure your unit is clean, safe and has the proper fixtures and appliances. **(R51)**

Discussion Topics:

- Discuss the reasons for a pre-occupancy inspection.
- Discuss the reasons for a pre-termination inspections
- Discuss the reasons for a annual inspection.



Understanding Your Lease

Section XI

INSPECTION OF THE PREMISES *(cont.)*

Facilitator's Notes

Questions:

◊ True or False? A close friend is allowed to inspect the unit with you before occupancy. **(Q22)**

True

◊ The annual inspection is just a way that the Housing Authority uses to verify how many people are occupying a unit. **(Q23)**

False

Activity:

Role play the following: Have one of the participants pretend to be a Housing Authority representative and another participant be a prospective tenant. Walk through a unit and identify the condition of the unit prior to occupancy.

Have the participants discuss what kinds of things can be done to assure that the pre-termination inspection will not result in any unwarranted charges.

Understanding Your Lease

Section XII

ENTRY OF PREMISES DURING TENANCY

Facilitator's Notes

Objective To understand the responsibilities of the Housing Authority and the responsibilities of the tenant regarding entry of the units.

Points To Remember:

- The Housing Authority has the right to enter your home between 8:00 a.m. to 4:30 p.m. to make repairs or improvements or to make an annual inspection. If you make a request for repairs this gives the Authority the right to enter your home whether you are there or not, but they must:

  1) Give you two days advance notice and

  2) Leave a written statement after their visit. **(R52)**

- If you have need for a repair the Authority will take care of the problem as soon as possible and in a priority order. If you called for maintenance, but are not at home when they come to make repairs, the maintenance workers can enter your unit. **(R53)**

Discussion Topics:

- Ask participants to discuss instances when they requested that the Housing Authority enter their unit.
- Talk about what circumstances might require the Housing Authority to enter their unit.

Understanding Your Lease

Section XII

ENTRY OF PREMISES DURING TENANCY

(cont.)

Facilitator's Notes

Questions:

◊ True or False? If the Housing Authority sees smoke coming from your unit, they may enter if they feel an emergency situation exists. **(Q24)**

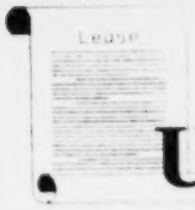
True

◊ True or False? The Housing Authority will respond to all calls for maintenance on a *first come first served* basis. **(Q25)**

False

Activity:

Write a note to the Housing Authority thanking them for maintenance work performed in your absence.



Understanding Your Lease

Section XIII

NOTICE PROCEDURES

Facilitator's Notes

Objective To understand the responsibilities of the Housing Authority and the responsibilities of the tenant regarding notice procedures.

Points To Remember:

* Your comments and concerns must be in writing and either delivered to the office or sent by prepaid, first class mail properly addressed to the Authority's central office in Harrisburg, PA. **(R54)**

* The Authority's notices to you must be in writing and hand delivered to an adult in your unit or sent by prepaid first class mail. **(R55)**

Discussion Topics:

- Talk about the notice procedures that tenant's and the Housing Authority must follow.
- Discuss the reasons for the written procedures.

Questions:

◊ True or False? Any notice to the Housing Authority must be hand delivered or sent by first class mail to the central office. **(Q26)**

True

Understanding Your Lease

Section XIII

NOTICE PROCEDURES *(cont.)*

Facilitator's Notes

Activity:

Write a notice to the Housing Authority stating your intention to move from your unit at the end of the month.

Understanding Your Lease

Section XIV

TERMINATION OF THE LEASE

Facilitator's Notes

Objective To understand the procedures for ending the lease.

Points To Remember:

* The Housing Authority can terminate your lease for the following violations: failure to pay rent; four late payments in a year; poor housekeeping; failure to pay gas or electric bills; inappropriate behavior; lying about your income; refusal to have an annual inspection; repeated or serious damages to your unit; conviction for a crime on the Authority property; illegal weapons; more than one careless fire; or unapproved additions to household, except natural births. **(R56)**

* If you are evicted the Authority must:

  a. give you written notice two weeks ahead of time for failing to pay rent;

  b. a reasonable amount of time, based on the situation, for health, safety and maintenance reasons. **(R57)**

* If you are evicted the Authority must:

  b. give you written notice 30 days ahead of time in other cases. **(R58)**

Understanding Your Lease

Section XIV

***TERMINATION OF THE LEASE** (cont.)*

Facilitator's Notes

Points To Remember:

- If you are evicted the Authority must:

  c. state the reason for the termination and inform you of your rights. **(R59)**

- If you are evicted the Authority must:

  d. inform you of your right to a grievance procedure unless you have threatened someone's safety or created a health or safety problem. **(R60)**

- You can request a hearing before a Grievance Panel or Officer after you receive the 2 week (14 day) eviction notice. You do not have a right to a hearing if you are being evicted for health, safety or maintenance violations. **(R61)**

- You can terminate your lease at any time, provided you give 15 days written notice. **(R62)**

Discussion Topics:

- Discuss actions that will lead to termination of a lease by the Housing Authority.
- Discuss notification and grievance procedures.
- Discuss how a tenant can terminate a lease.

Understanding Your Lease

Section XIV

***TERMINATION OF THE LEASE** (cont.)*

Facilitator's Notes

Questions:

◊ True or False? You can be evicted for making three late payments. **(Q27)**

False

◊ True or False? You can be evicted for lying about your income. **(Q28)**

True

◊ True or False? You cannot appeal and eviction if you broke one of the Housing Authority's rules. **(Q29)**

False

Activity:

Have participants write a letter of eviction from the Housing Authority's perspective. Students can discuss the letters and some possible intervention that could have taken place to prevent the eviction notice.

Understanding Your Lease

Section XV

WAIVER

Facilitator's Notes

Objective To understand the Housing Authority's right to waive any section of the lease.

Points To Remember:

- If you violate any part of your lease but the Housing Authority takes no action against you due to special circumstances, this does not mean that the Housing Authority will not take action against you for any future violation of your lease. **(R63)**
- If you violate the lease and the Housing Authority finds out about that violation some time later, the Housing Authority may still take action against you even if it previously took no action because of your special circumstances in the past. **(R64)**

Discussion Topics:

- Talk about what a waiver is.
- Discuss the Housing Authority's right to act on violations after the fact.

Questions:

◊ True or False? The Housing Authority can act on a violation even if it chose not to act on a previous or similar violation in the past. **(Q30)**

True

Understanding Your Lease

Section XV

WAIVER *(cont.)*

Facilitator's Notes

Activity:

Have the group brainstorm about what special circumstances might cause the Housing Authority to waive taking action against a violation by the tenant.

Understanding Your Lease

Section XVI

CHANGES AND NEW LEASES

Facilitator's Notes

Objective To understand the correct procedures for changing the lease or adjusting the rent.

Points To Remember:

* Any changes in your Lease must be made in writing. **(R65)**
* If there is a change made in your lease there must be a 30 day comment period and a 30 day posting period. **(R66)**

Discussion Topics:

- Discuss what possible changes could be needed in the lease.
- Talk about the procedure of notification for lease changes.

Questions:

◊ True or False? Your application for a unit is a official part or your agreement with the Housing Authority. **(Q31)**

True

Activity:

Make a flier or poster indicating a change in a Housing Authority policy that recently occurred.

Understanding Your Lease

Section XVII

GRIEVANCE PROCEDURE

Facilitator's Notes

Objective To explain the procedure for filing a grievance including the informal and formal grievance phases.

Points To Remember:

- **S**ubmit grievance to project manager or Housing Authority central Office in Harrisburg, PA, within 5 days. **(R67)**
- **T**he Authority must set up a hearing within 15 days. (R68)
- **A** *Summary of Discussion* will be sent to you within 3 working days describing the findings of the informal hearing. **(R69)**
- **I**f you are not satisfied with the results, you have 5 working days to request a formal hearing after receiving the *Summary of Discussion*. Please note that if your request relates to rent payments, you are still required to pay rent into an escrow account with the amount determined by the Housing Authority. **(R70)**
- **W**ithin 5 days you and the Authority must select a Hearing Officer. **(R71)**
- **I**f you cannot agree on an officer with the Authority, you and the Authority have the right to appoint one person to the hearing Panel and then those two members will select the third member within 5 working days. **(R72)**

Understanding Your Lease

Section XVII

***GRIEVANCE PROCEDURE** (cont.)*

Facilitator's Notes

Points To Remember (cont.):

* Within 10 working days a decision will be sent to you and the Authority. **(R73)**

* If you are dissatisfied with the decision, you have the right to appeal in local or state court. **(R74)**

Discussion Topics:

- Discuss the differences between informal settlement and formal settlement.
- Inform the participants where to obtain a full text of the grievance procedures.

Questions:

◊ True or False? A grievance can be settled at the informal stage if both parties agree. **(Q32)**

True

Activity:

Role play a grievance process involving a tenant's eviction for unruly behavior.

Understanding Your Lease

Section XVIII

HOUSEKEEPING STANDARDS

Facilitator's Notes

Objective To identify the housekeeping standards which are the responsibility of the tenant and the Housing Authority.

Points To Remember:

* The Housing Authority will make an annual inspection of your unit to determine whether you are following the standards contained in your lease. If you do not abide by the Housekeeping Standards, you are violating the lease and could be evicted. **(R75)**
* Keep walls and ceilings free of cobwebs, dust, grease, fingerprints and holes.
* Floors should be clean and free of clutter. Keep woodwork clean and dust free.
* Keep all closets and storage areas neat, clean, and free if hazards or clutter.
* Yards should be free of trash, clutter, and abandoned cars.
* Mow the grass when it becomes 3 inches tall.
* Keep porches, steps, and sidewalks clean and free of hazards.
* Storm doors should be kept clean.

Understanding Your Lease

Section XVIII

***HOUSEKEEPING STANDARDS** (cont.)*

Facilitator's Notes

Points To Remember (cont.):

- **K**eep parking lots free of unused cars and make no car repairs on the lots.
- **K**eep hallways and stairwells clean and free of hazards.
- **L**aundry areas should be kept clean and neat. Remove lint from dryers.
- **U**tility rooms should be free of rubbish, vehicle parts, and materials that can cause a fire.
- **W**indows should be clean and not nailed shut.
- **D**oors should be clean and free of grease and fingerprints.
- **K**eep heating units, duct work, and vents dusted and easy to access.
- **P**roperly dispose of trash in unit provided.
- **K**eep unit free of rodents and insects.

Understanding Your Lease

Section XVIII

***HOUSEKEEPING STANDARDS** (cont.)*

Facilitator's Notes

Points To Remember (cont.):

- **K**eep stove clean and free of food and grease.
- **R**efrigerator should be kept clean. Allow no more than 1/2 inch of ice to accumulate.
- **K**eep cabinets and counter tops neat, clean, and free of grease.
- **E**xhaust fan should be free of grease and dust.
- **S**ink should be clean, free of garbage and grease. Regularly wash and put away dirty dishes.
- **F**ood storage areas should be neat and clean.
- **K**eep small amounts of garbage or trash covered in wastebasket until you take it to the disposal unit.
- **K**eep the toilet and tank clean odor free.

Understanding Your Lease

Section XVIII

HOUSEKEEPING STANDARDS *(cont.)*

Facilitator's Notes

Points To Remember (cont.):

- **W**ash basin should be clean.
- **K**eep tub and shower clean and free of excessive mildew.
- **E**xhaust fans should be free of dust.

Discussion Points:

- Discuss what the Housing Authority is responsible for in maintaining housekeeping standards.
- Discuss the reasons for maintaining standards of housekeeping.
- Discuss common areas that the tenant and the authority may be responsible for maintaining.

Questions:

◊ True or False? The Housing Authority will assist any tenant who needs training in maintaining the general housekeeping standards. **(Q33)**

True

Activity:

Have the participants develop a list of housekeeping activities that should be done in order to maintain the general standards. The participants should tell whether these are daily, weekly, monthly, or seasonal activities.

Understanding Your Lease

Section I

DESCRIPTION OF PARTIES AND PREMISES

Your Lease Says:

"(c) Additions to the household members named on the lease, except for natural births, require the written approval of the Authority. Tenant further agrees to await the Authority's approval prior to allowing additional persons to move into the leased premises. Failure on the part of the tenant to comply with this provision will allow the Authority to terminate the lease in accordance with Section XIV herein."

This Means That:

- You must have prior approval of the Housing Authority to allow anyone who is not listed in your lease to live with you, other than a child you birth.

Reference Number 1

Your Lease Says:

"(d) Deletions from the household members named on the lease, due to any reason whatsoever, shall be reported by the tenant to the HHA. The tenant must report the deletion in writing within ten (10) days of the occurrence for approval by the HHA."

This Means That:

- If any member of your household leaves for any reason, you must report this in writing to the Housing Authority within 10 days.

Reference Number 2

Understanding Your Lease

Section II

LEASE AND AMOUNT OF RENT

Your Lease Says:

"(a) Unless otherwise modified or terminated in accordance with Section XVI of the Lease, this Lease shall automatically be renewed for successive terms of one calendar month."

Reference Number 3

This Means That:

- Your lease is automatically renewed every month, unless an agreement is reached between you and the Authority.

Your Lease Says:

"(b) Rent is DUE and shall be Payable in advance or by the first day of each month. Rent shall be considered delinquent after the fifth (5th) of each month. Rent may include utilities as described in Section VII below and includes all maintenance services attributable to normal wear and tear."

Reference Number 4

This Means That:

- Your rent is due on the first day of each month

Your rent will be considered late if it is paid after the 5th day of the month.

Maintenance services for normal wear and tear are included in the rent.

Understanding Your Lease

Section III

OTHER CHARGES

Your Lease Says:

"(a) Maintenance costs--labor and materials, for services or repairs due to damage beyond normal wear and tear. When the Authority determines that maintenance service is not due to wear and tear, the tenant shall be responsible for the cost of such service (labor and materials) in accordance with the Schedule od Maintenance Charges posted by the Authority."

Reference Number 5

This Means That:

- If the Housing Authority determines the maintenance service you need is not due to wear and tear, you will have to pay the cost for that service.

Your Lease Says:

"(b) Excess Utility Charges--Where utilities are provided by the HHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant supplied appliances. (Also see Section VI of this Lease). This charge does not apply to tenants who pay their utilities directly to a utility supplier."

Reference Number 6

This Means That:

- If you use excessive utilities (electricity, gas, etc.) which the Housing Authority supplies, you will have to pay additional charges which will be determined by the Housing Authority.

Understanding Your Lease

Section IV

PAYMENT LOCATIONS

Your Lease Says:

"Rent and other charges can be paid at the designated locations specified in Part II of this Residential Lease."

This Means That:

- Rent and other charges can be paid at the place stated in *Part II* of your lease.

Reference Number 7

Understanding Your Lease

Section V

SECURITY DEPOSIT

Your Lease Says:

"(a) Tenant Responsibilities--tenant agrees to pay a security deposit in an amount equal to one month's rent or $100.00, which ever is less. The dollar amount of the security deposit is noted in Part II of this Residential Lease."

Reference Number 8

This Means That:

- Your security deposit is $100 or the equivalent of one month's rent, whichever is less.

Your Lease Says:

"(b) HHA's Responsibilities--Use of the Security Deposit--the HHA will use the Security Deposit at the termination of this Lease.

1. To pay the cost of any rent or other charges owed by the tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by:
-- the tenant;
-- tenant's family; and
-- dependents or guests."

Reference Number 9

This Means That:

- Your security deposit will be used by HHA to pay the costs of rent or other charges you owe when the lease runs our. It also may be used to repair any intentional damages to the property caused by you, your friends or family.

Your Lease Says:

"No refund of the Security Deposit will be made until after the tenant has vacated and the dwelling unit has been inspected by the manager or his/her designee on behalf of the HHA."

Reference Number 10

This Means That:

- Your security deposit will not be returned until you have moved out of the premises and the unit has been properly inspected.

Your Lease Says:

"The return of a security deposit shall occur within thirty (30) days of the unit becoming vacant. HHA agrees to return the Security Deposit to the tenant when he/she vacates, less any deductions for any costs indicated above. If such deductions are made, the HHA will furnish the tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit."

Reference Number 11

This Means That:

- Your security deposit will be returned within thirty days after you move out of the unit. Costs for repair, etc., will be deducted from your security deposit before it is returned.

Understanding Your Lease

Section VI

UTILITIES AND APPLIANCES

Your Lease Says:

"(a) HHA's Responsibilities--As part of the rent, the Authority will supply water and sewerage. If indicated by an (X) on Part II of this Residential Lease, the Authority will also provide the additional indicated utility: electricity, natural gas or heating fuel. The Authority will not be liable for the failure to supply service for any cause whatsoever beyond its control."

Reference Number 12

This Means That:

- HHA will supply water and sewerage. In addition, HHA will provide those utilities marked with an **(x)** in *Part II* of your lease.

Your Lease Says:

"The Authority will provide a cooking range and refrigerator. Major electrical appliances: air conditioners, freezers, extra refrigerators, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by the tenant for the electricity used in the operation of such appliances, per the schedule in the project office."

Reference Number 13

This Means That:

- HHA will provide a cooking range and a refrigerator. Other major appliances such as air conditioners, freezers, dryers, etc., will be permitted only with a written approval by the HHA. In addition, there may be a charge for use of these appliances.

Your Lease Says:

"(b) Utility Allowance--When the Authority does not supply electricity, natural gas or heating fuel, an Allowance for Utilities shall be established appropriate for the size and type of dwelling unit. The tenant's rent to the Authority shall be reduced by an Allowance for Utilities the tenant pays directly to the utility supplier.

If the tenant's actual utility bill exceeds the Allowance for Utilities, tenant shall be responsible for paying the actual bill to the supplier. If tenant's actual utility bill is LESS than the Allowance for Utilities, tenant shall receive the benefit of such savings."

Reference Number 14

This Means That:

- If HHA does not supply electricity, natural gas or heating fuel, an allowance for payment of these utilities will be subtracted from your monthly rent. If your payment ever exceeds this allowance, you must pay the entire utility bill. If your utility bill is less than your allowance, you will receive the difference.

Your Lease Says:

"HHA prohibits the use of space heaters in the premises. Tenant also agrees to abide by any City ordinance restricting or prohibiting the use of space heaters in multi-dwelling units."

Reference Number 15

This Means That:

- Space heaters are not allowed.

Understanding Your Lease

Section VII

TERMS AND CONDITIONS

Your Lease Says:

"- Maintain the premises in a clean, safe and livable condition;"

Reference Number 16

This Means That:

- Keep your unit clean, safe and livable.

Your Lease Says:

"(b) Ability to live independently--IF: During the terms of this Lease the tenant, by reason of physical or mental impairment is no longer able to:....

AND

- Cannot make arrangements for someone to aid him/her in maintaining the premises in a safe, livable condition and caring for his/her physical needs"

Reference Number 17

This Means That:

- Must be able to master independent living conditions. If you cannot take care of your daily needs, you must make arrangements to have them provided for you.

Your Lease Says:

"(1) The status of each family is to be re-examined and rent redetermined at least once a year in accordance with an established re-examination schedule."

Reference Number 18

This Means That:

- The status of your family and your monthly rent will be reexamined every year.

Your Lease Says:

"(3) Rent will remain in effect for the period between regular rent redeterminations, UNLESS during such period:

(a) A person with income joins the family."

Reference Number 19

This Means That:

- If someone with an income joins your family, your rent will be increased.

Your Lease Says:

"(b) Tenant can show a change in his/her circumstances (such as decline or loss of financial income) which would justify a reduction in rent. If a reduction is granted, the tenant must report subsequent changes in income within ten (10) days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten (10) days may result in a retroactive charge.)"

Reference Number 20

This Means That:

- If you suffer a loss of income, you may be granted a reduction in rent.

Your Lease Says:

"Rent formulas or procedures are changed by Federal law or regulation."

This Means That:

- The Housing Authority changes rent policies and procedures only when Federal laws change.

Reference Number 21

Understanding Your Lease

Section VIII

HHA OBLIGATIONS

Your Lease Says:

"(a) To maintain the premises and the project in a decent, safe and sanitary condition."

This Means That:

- Keep the premises in a decent, clean and safe condition

Reference Number 22

Your Lease Says:

"(b) To comply with the requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety."

This Means That:

- Comply with all building codes and regulations.

Reference Number 23

Your Lease Says:

"(c) To make necessary repairs to the premises."

This Means That:

- Make necessary repairs to the premises.

Reference Number 24

Your Lease Says:

"(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied with the HHA."

Reference Number 25

This Means That:

- Keep electrical, plumbing, sanitary, heating and ventilation systems in good working order.

Your Lease Says:

"(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other r waste removed from the premise by the tenant as required by this Lease.

Reference Number 26

This Means That:

- Provide and maintain proper receptacles for garbage and other waste.

Your Lease Says:

"(g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection."

Reference Number 27

This Means That:

- Supply hot and cold running water during appropriate times of the year. Supply heat during appropriate times of the year.

Understanding Your Lease

Section IX

TENANT'S OBLIGATIONS

Your Lease Says:

"(a) Not to assign this Lease nor sublet or transfer possession of the premises."

Reference Number 28

This Means That:

- You can not rent to other people.

Your Lease Says:

"(ii) Not to give accommodation to long term guests (In excess of 30 days per year) without the written consent of the Authority."

Reference Number 29

This Means That:

- You can not have a guest stay more than 30 days without permission from the office. If you do have guest, please make sure s/he behaves in a way that won't be disruptive or violate any of the Housing Authority's rules.

Your Lease Says:

"(c) To use the premises solely as a private dwelling for tenant and tenant's household as identified in PART II of the Lease and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of tenant's family provided the accommodation of such persons conforms to the Authority's Occupancy standards."

This Means That:

- You can not operate a business out of your home. Your unit can be used only as a home for you and those that you have listed in your current rease agreement.

Reference Number 30

Your Lease Says:

"(e) To use only in a reasonable manner, all electrical, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators."

This Means That:

- You must be careful not to overuse or abuse your electric, water, toilet and trash privileges.

Reference Number 31

Your Lease Says:

"(f) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways, for the exclusive use of the tenant, free from snow, ice and trash."

This Means That:

- You must keep your home clean and safe.

Reference Number 32

Your Lease Says:

"(g) To make no alterations or repairs or redecorations to the interior or exterior of the premises or to the equipment or install additional equipment of major appliances without written consent of the Authority."

This Means That:

- Before you make any changes to your house (for example, any changes of wallpaper, carpet, flooring, locks) please contact the manager.

Reference Number 33

Your Lease Says:

"4. Use no nails, tacks, screws, brackets or fasteners in or on any part of the premises (a reasonable number of picture hangers excepted) without authorization by the Authority."

This Means That:

- Please do not use nails, tacks, screws, brackets or fasteners without talking to the manager first.

Reference Number 34

Your Lease Says

"2. Unlawful or disorderly conduct or behavior that is a hazard to safety or creates a nuisance.

(k) To act in a cooperative manner with neighbors and Authority staff. To refrain from and cause members of tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and Authority staff."

This Means That:

- Refrain from disruptive or abusive behavior.

Reference Number 35

Your Lease Says:

"The tenant is required to report any incident of vandalism or damage to the premises, common area, building or grounds to the Authority or police department. The tenant must notify the Authority/police in a timely fashion and where possible, identify the person(s) involved."

Reference Number 36

This Means That:

- You are responsible for any damages you or your guests make. In addition, please report to the manager in writing any incidents of property destruction or inappropriate behavior as soon as possible.

Your Lease Says:

"(n) Weapons--

1. *Not to display or use or allow members of the tenant's household or guests to display or use any firearms, BB guns, pellet guns, slingshots or other offensive weapons as defined by the laws and courts of the State of Pennsylvania in a manner that endangers life or property.*

2. *To keep firearms stored on the premises in a locked gun cabinet supplied by the tenant and approved by the Authority.*

3. *To provide the Authority with a copy of the applicable permit or registration as required by state or federal law for any weapon or firearm kept on the premises."*

Reference Number 37

This Means That:

- Firearms are only allowed if they are licensed and approved by the Housing Authority. In addition, all guns must be registered at the front office.

Your Lease Says:

"(p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable material upon the premises."

Reference Number 38

This Means That:

- Please be careful not to store anything that could catch fire like gas cans, trash or matches.

Your Lease Says:

"(r) To refrain from erecting or hanging radio or television antenna on or from any part of the premises."

Reference Number 39

This Means That:

- Please do not hang TV or radio antennas or signs.

Your Lease Says:

"(t) To refrain from and cause members of tenant's household to refrain from keeping, maintaining, harboring or boarding and dog, cat, livestock or pet of any nature on the premises of any HHA family development, unless a verified physical handicap warrants the use of a pet."

Reference Number 40

This Means That:

- Pets are forbidden. If you have a handicap, you may be granted permission by the manager to have a pet.

Your Lease Says:

"(u) To remove from Authority property any vehicles without current license tags and valid inspection stickers. To refrain from parking inoperable vehicles in any right-of-way or fire lane designated and marked by the Authority."

Reference Number 41

This Means That:

- All cars must be operable and have current inspection stickers and licenses.

Disabled cars will be towed at the owner's expense.

Your Lease Says:

"Automobile repairs are not permitted on project site."

Reference Number 42

This Means That:

- Please do not make automobile repairs anywhere on the property.

Your Lease Says:

"The tenant shall remove from the premises and project grounds any unserviceable appliances and dispose of properly. The tenant will also remove automobile parts, tires, etc., from the common area or grounds. If necessary, the items previously described shall be removed by the Authority and the tenant charged for the cost of removal and disposal."

Reference Number 43

This Means That:

- Any unused appliances like refrigerators or stoves must be removed from the area or the Housing Authority will do so and charge you a fee.

Understanding Your Lease

Section X

DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

Your Lease Says:

"(a) The Authority shall be responsible for repair of the unit within a reasonable period of time of receiving notice from the tenant, provided, if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant."

Reference Number 44

This Means That:

- The Housing Authority is responsible for repairing your unit if it is damaged. However, if you or somebody in your unit caused the damage a fee will be charged.

Your Lease Says:

"(b) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time."

Reference Number 45

This Means That:

- The Authority will relocate you as soon as possible if repairs are serious and can not be made immediately.

Your Lease Says:

"(d) If the Authority determines that the premises are untenable such that there is imminent danger to the life, health and safety of the tenant and alternative accommodations are unavailable or refused by the tenant, this Lease shall terminate and any rent will be refunded to the tenant."

Reference Number 46

This Means That:

- You are entitled to a refund if your unit is no longer livable and the Authority can not provide you with another unit or you do not wish to live in another unit.

Your Lease Says:

"(e) The tenant shall immediately notify the Executive Director or project manager, in writing, of the damages and intent to abate rent, when the damage is or becomes sufficiently severe that the tenant believes he/she is justified in abating rent."

Reference Number 47

This Means That:

- If you plan to make a deduction from your rent for damages, you must notify the Executive Director in writing.

Your Lease Says:

"(f) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected."

Reference Number 48

This Means That:

- While repairs are being made to your unit, you are entitled to deduct some of your rent provided you can agree on the amount with the Housing Authority before hand.

Understanding Your Lease

Section XI

INSPECTION OF THE PREMISES

Your Lease Says:

"(a) Pre-Occupancy Inspection--The Authority and the tenant or his/her representative will be obligated to inspect the dwelling unit prior to occupancy by the tenant. The Authority will give the tenant a written statement of the condition of the premises, interior and exterior as applicable and any equipment provided with the unit. The statement will be signed by the Authority and tenant and a copy of the statement retained in the tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to the tenant."

This Means That:

- Before you rent, you must inspect the unit with a representative of the Housing Authority. Make sure you check your unit very carefully before signing an agreement.

Reference Number 49

Your Lease Says:

"(b) Pre-termination Inspection--The Authority will inspect the unit at the time tenant vacates the unit and give the tenant a written statement of the charges, if any, for which tenant is responsible. tenant and his/her representative may join in such inspection unless the tenant vacates without notice to the HHA."

This Means That:

- When you move out the Housing Authority will inspect your unit and make a written statement concerning any additional charges.

Reference Number 50

Your Lease Says:

"(c) Annual Inspection--The Authority will inspect the unit at least annually. The Annual Inspection(s) will:

1. *Identify work items for correction under a preventative maintenance program.*
2. *Check on the tenant's treatment of the premises and the fixtures and appliances contained therein.*
3. *Assess tenant's housekeeping habits in accordance with the housekeeping standards incorporated into this lease."*

This Means That:

- Each year the Housing Authority will check to make sure your unit is clean, safe and has the proper fixtures and appliances.

Reference Number 51

Understanding Your Lease

Section XII

ENTRY OF PREMISES DURING TENANCY

Your Lease Says:

"1. Tenant agrees that the duly authorized agent, employee or representative of the Authority will be permitted to enter tenant's dwelling unit during reasonable hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, examining the condition of the unit or showing the unit for releasing."

Reference Number 52

This Means That:

- The Housing Authority has the right to enter your home between 8:00 a.m. to 4:30 p.m. to make repairs or improvements or to make an annual inspection. If you make a request for repairs this gives the Authority the right to enter your home whether you are there or not, but they must:

    1) Give you two days advance notice and

    2) Leave a writtenstatement after their visit.

Your Lease Says:

"2. When tenant calls to request maintenance on the unit, the Authority will provide maintenance in accordance with the work order priority system established by the Authority. A description of the priority system is available at the site office.

If the tenant is absent from the premises when the Authority comes to perform maintenance, tenant's request for maintenance shall constitute permission to enter."

Reference Number 53

This Means That:

- If you have need for a repair the Authority will take care of the problem as soon as possible and in a priority order. If you called for maintenance, but are not at home when they come to make repairs, the maintenance workers can enter your unit.

Understanding Your Lease

Section XIII

NOTICE PROCEDURES

Your Lease Says:

"(a) Tenant Responsibility--Any notice to the authority must be in writing, delivered to the project office or sent by prepaid first class mail, properly addressed to the Authority's central office."

Reference Number 54

This Means That:

- Your comments and concerns must be in writing and either delivered to the office or sent by prepaid, first class mail properly addressed to the Authority's central office in Harrisburg, PA.

Your Lease Says:

"(b) Authority Responsibility--Notice to the tenant must be in writing, delivered to the tenant or to an adult member of the tenant's household residing in the dwelling unit or sent by prepaid first class mail, properly addressed to the tenant."

Reference Number 55

This Means That:

- The Authority's notices to you must be in writing and hand delivered to an adult in your unit or sent by prepaid first class mail.

Understanding Your Lease

Section XIV

TERMINATION OF THE LEASE

"(a) This Lease may be terminated by the Authority only for serious or repeated violations of material terms of the Lease such as failure to fulfill the tenant obligations set forth in Section IX above or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

1. The failure to pay rent or other payments when due.

2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments in any twelve (12) month period shall constitute a repeated late payment..."

3. Failure to comply with the housekeeping standards established by the Authority in Section XVIII of this Lease.

4. Failure to pay gas and/or electric bills when the tenant is responsible for paying such bills directly to the supplier of utilities."

Reference Number 56

Your Lease Says:

"5. Serious or repeated interference with the rights of other tenants; activity or behavior that has a negative effect on the social well being of the project environment. Examples are disturbances, domestic violence or abuse towards others in the tenant's household, fighting with other tenants or other members of the tenant's household and disorderly conduct.

6. Misrepresentation of family income, assets or composition.

7. Failure to report to the re-examination interview and provide required verification.

8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common area, grounds or parking areas of the project site..."

9. The conviction of the head of household or other family member at the trial court level of a crime committed on or around the property of the Authority.

10. The conviction of any family member of a crime related to drug trafficking or possession.

11. Illegal weapons or drugs seized in a HHA unit by a law enforcement officer.

12. More than one fire on Authority premises caused by carelessness or unattended cooking."

This Means That:

- The Housing Authority can terminate your lease for the following violations: failure to pay rent; four late payments in a year; poor housekeeping; failure to pay gas or electric bills; inappropriate behavior; lying about your income; refusal to have an annual inspection; repeated or serious damages to your unit; conviction for a crime on the Authority property; illegal weapons; more than one careless fire; or unapproved additions to household, except natural births.

Reference Number 56

Your Lease Says:

"(b) The Authority shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;"

2. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance or a threat to the health or safety of other tenants or Authority members; and"

Reference Number 57

This Means That:

- If you are evicted the Authority must:

a. give you written notice two weeks ahead of time for failing to pay rent;

b. a reasonable amount of time, based on the situation, for health, safety and maintenance reasons.

"3. Thirty (30) days in all other cases."

Your Lease Says:

Reference Number 58

This Means That:

- If you are evicted the Authority must:

b. give you written notice 30 days ahead of time in other cases.

Your Lease Says:

"(c) The notice of termination to the tenant shall:

1. State the reason(s) for the termination;"

This Means That:

- If you are evicted the Authority must:

Reference Number 59

c. state the reason for the termination and inform you of your rights.

"2. Inform the tenant of his/her rights to make such reply as he/she may wish; and"

Your Lease Says:

This Means That:

Reference Number 60

- If you are evicted the Authority must:

d. inform you of your right to a grievance procedure unless you have threatened someone's safety or created a health or safety problem.

"3. Inform the tenant of his/her right to request a hearing in accordance with the Authority's Grievance Procedure.

EXCEPT THAT: The Authority reserves the right to exclude from the Grievance Procedure any grievance concerning an eviction or termination of tenancy based upon the tenant's creation or maintenance of a threat to the health or safety of other tenants or HHA employees."

Your Lease Says:

This Means That:

Reference Number 61

- You can request a hearing before a Grievance Panel or Officer after you receive the 2 week (14 day) eviction notice. You do not have a right to a hearing if you are being evicted for health, saftey or maintenance violations.

"(d) Tenant may terminate this lease at any time by giving fifteen (15) days written notice as described in Section XIII above."

Your Lease Says:

This Means That:

Reference Number 62

- You can terminate your lease at any time, provided you give 15 days written notice.

Understanding Your Lease

Section XV

WAIVER

Your Lease Says:

"Waiver by the Authority of a breach any section or condition set forth in the Lease or made a part of this Lease by amendment, shall not be construed as a waiver of the section or condition itself. Granting a waiver based on the individual circumstances of the tenant family does not mean that any subsequent breach of the Lease or any other covenant, agreement or condition established between the Authority and the tenant or other tenants is waived."

Reference Number 63

This Means That:

- If you violate any part of your lease but the Housing Authority takes no action against you due to special circumstances, this does not mean that the Housing Authority will not take action against you for any future violation of your lease.

Understanding Your Lease

Section XV

WAIVER (cont.)

Your Lease Says:

"If the tenant violates the terms and conditions of Lease and such violations are not brought immediately to the attention of the Authority, the Authority upon learning of such violations, may take the appropriate action provided for in the Lease and no such past violation which has not been acted upon by the Authority shall constitutes a waiver of subsequent similar violations."

Reference Number 64

This Means That:

- If you violate the lease and the Housing Authority finds out about that violation some time later, the Housing Authority may still take action against you even if it previously took no action because of your special circumstances in the past.

Understanding Your Lease

Section XVI

CHANGES AND NEW LEASES

Your Lease Says:

"(a) Modifications of this lease must be accompanied by a written amendment to the Lease executed by both parties, except for matters involving rent determination and posted policies, rules and regulations. HHA reserves the right to change this Lease from time to time, at its option."

Reference Number 65

This Means That:

- Any changes in your Lease must be made in writing.

Your Lease Says:

"(b) HHA shall provide at least thirty (30) days written notice to the tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the HHA."

Reference Number 66

This Means That:

- If there is a change made in your lease there must be a 30 day comment period and a 30 day posting period.

Understanding Your Lease

Section XVII

GRIEVANCE PROCEDURE

Your Lease Says:

"- Tenant submits grievance to HHA central office or project manager within five (5) working days for informal settlement;"

Reference Number 67

This Means That:

- 1) Submit grievance to project manager or Housing Authority central Office in Harrisburg, PA, within 5 days.

Your Lease Says:

"- Manager or other authorized authority represented must set up an informal hearing in an effort to bring the dispute to settlement within fifteen (15) days;"

Reference Number 68

This Means That:

- 2) The Authority must set up a hearing within 15 days.

Your Lease Says:

"- Summary of Discussion will be sent to tenant within three (3) working days stating the findings of the informal hearing; and"

Reference Number 69

This Means That:

- 3) A Summary of Discussion will be sent to you within 3 working days describing the findings of the informal hearing.

Your Lease Says:

"- If the tenant is not satisfied with the findings by the HHA, tenant must request a formal hearing within five (5) working days after receiving the Summary of Discussion."

NOTE: Request for a formal hearing involving rent requires tenant to deposit each month the amount of rent due, as calculated by the HHA, into an escrow account until a decision is reached to resolve the complaint."

Reference Number 70

This Means That:

- 4) If you are not satisfied with the results, you have 5 working days t[illegible]quest a formal hearing after receiving the Summary of Discussion. Please note that if your request relates to rent payments, you are still required to pay rent into an escrow account with the amount determined by the Housing Authority.

Your Lease Says:

"- Within five (5) working days the HHA and tenant must select a Hearing Officer;"

Reference Number 71

This Means That:

- 1) Within 5 days you and the Authority must select a Hearing Officer.

Your Lease Says:

"- Within three (3) working days--if tenant and HHA cannot agree on a Hearing Officer, each person appoints one (1) member to a Hearing Panel and those two members select a third member within five (5) working days;"

This Means That:

- 2) If you cannot agree on an officer with the Authority, you and the Authority have the right to appoint one person to the hearing Panel and then those two members will select the third member within 5 working days.

Reference Number 72

Your Lease Says:

"- A written decision will be forwarded to both the tenant and the HHA within ten (10) working days; and"

This Means That:

- 3) Within 10 working days a decision will be sent to you and the Authority.

Reference Number 73

Your Lease Says:

"- If the decision is unacceptable to the tenant, he/she may pursue relief subject to state and local law."

This Means That:

- 4) If you are dissatisfied with the decision, you have the right to appeal in local or state court.

Reference Number 74

Understanding Your Lease

Section XVIII

HOUSEKEEPING STANDARDS

Your Lease Says:

"(a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit, at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the tenant in writing if he/she fails to comply with the standards. The Authority will advise the tenant of the correction(s) required to establish compliance and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms."

This Means That:

- The Housing Authority will make an annual inspection of your unit to determine whether you are following the standards contained in your lease. If you do not abide by the Housekeeping Standards, you are violating the lease and could be evicted.

Reference Number 75

Understanding Your Lease

RESPONSE SHEET

Participants can write their responses to the facilitator's questions on the following sheets.

Section I - Description of Parties and Premises

1.

2.

3.

Section II - Lease and Amount of Rent

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Section III - Other Charges

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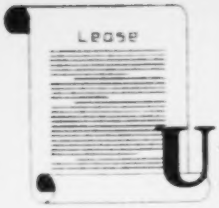

Understanding Your Lease

RESPONSE SHEET (cont.)

Section IV - Payment Locations

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Section V - Security Deposit

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Section VI - Utilities and Appliances

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Section VII - Terms and Conditions

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Understanding Your Lease

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Section VIII - HHA Obligations

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Section IX - Tenant's Obligations

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Section X - Defects Hazardous to Life, Health, or Safety

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Section XI - Inspection of the Premises

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Understanding Your Lease

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Section XII - Entry of Premises During Tenancy

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Understanding Your Lease

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HOUSING AUTHORITY OF THE CITY OF HARRISBURG
RESIDENTIAL LEASE AGREEMENT

This lease is in two parts:

-- **Part I** established the terms and conditions of the lease;

-- **Part II** contains the following information:

- identifies all members of the tenant family by relationship to the Head of the Household;
- gives the unit address, occupancy date, project name and number;
- establishes the monthly rent amount, security deposit required and utility allowance provided (if any) and the amount of any other charges due under the lease;
- identifies utilities and appliances provided with the unit;
- lists all pamphlets or informational materials provided to the tenant;
- includes the signature line for the parties to the lease; and
- gives an emergency telephone number should problems arise with the unit.

HOUSING AUTHORITY OF THE CITY OF HARRISBURG

Part I - Residential Lease Agreement Terms and Conditions

THIS AGREEMENT is between the Housing Authority of the City of Harrisburg, hereafter called "HHA" or the "Authority" and the tenant named in Part II of this lease, hereafter called the "tenant". Where applicable, the terms and conditions of this lease will be listed according to the responsibilities of each party.

I. DESCRIPTION OF PARTIES AND PREMISES

(a) HHA, relying upon the representations of tenant as to tenant's income, family composition and needs, hereby leases to tenant, upon the terms and conditions hereinafter set forth, the property (hereinafter called "premises" or "dwelling unit") described in Part II of the Lease Agreement.

(b) Said premises is to be occupied exclusively as a private residence, solely for the tenant and the family members named in Part II of the Lease Agreement.

1

(c) Additions to the household members named on the lease, except for natural births, require the written approval of the Authority. Tenant further agrees to await the Authority's approval prior to allowing additional persons to move into the leased premises. Failure on the part of the tenant to comply with this provision will allow the Authority to terminate the lease in accordance with Section XIV herein.

(d) Deletions from the household members named on the lease, due to any reason whatsoever, shall be reported by the tenant to the HHA. The tenant must report the deletion in writing within ten (10) days of the occurrence for approval by the HHA.

2

3

II. LEASE AND AMOUNT OF RENT

(a) Unless otherwise modified or terminated in accordance with Section XVI of the Lease, this Lease shall automatically be renewed for successive terms of one calendar month.

The rent amount and period is stated in Part II of this Residential Lease. Rent shall remain in effect unless adjusted by the HHA in accordance with Section VII herein.

(b) Rent is DUE and shall be Payable in advance or by the first day of each month. Rent shall be considered delinquent after the fifth (5th) of each month. Rent may include utilities as described in Section VII below and includes all maintenance services attributable to normal wear and tear.

4

III. OTHER CHARGES

In addition to rent, the TENANT is responsible for the payment of certain other charges specified in this lease. The type(s) and amount of other charges are specified in Part II of this Lease Agreement. Other charges can include:

(a) Maintenance costs--labor and materials, for services or repairs due to damage beyond normal wear and tear. When the Authority determines that maintenance service is not due to wear and tear, the tenant shall be responsible for the cost of such service (labor and materials) in accordance with the Schedule od Maintenance Charges posted by the Authority.

5

(b) Excess Utility Charges--Where utilities are provided by the HHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant supplied appliances. (Also see Section VI of this Lease). This charge does not apply to tenants who pay their utilities directly to a utility supplier.

6

The charges noted above shall not become due and collectable until the first day of the SECOND month following the month in which the charge is incurred.

IV. PAYMENT LOCATION

Rent and other charges can be paid at the designated locations specified in Part II of this Residential Lease.

7

V. SECURITY DEPOSIT

8

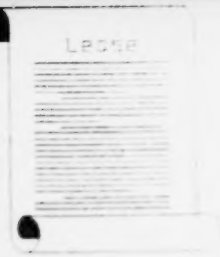
(a) Tenant Responsibilities--tenant agrees to pay a security deposit in an amount equal to one month's rent or $100.00, which ever is less. The dollar amount of the security deposit is noted in Part II of this Residential Lease.

(b) HHA's Responsibilities--Use of the Security Deposit--the HHA will use the Security Deposit at the termination of this Lease.

9

1. To pay the cost of any rent or other charges owed by the tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by:
   - -- the tenant;
   - -- tenant's family; and
   - -- dependents or guests.

The Security Deposit may not be used to pay rent or other charges while the tenant occupies the dwelling unit.



No refund of the Security Deposit will be made until after the tenant has vacated and the dwelling unit has been inspected by the manager or his/her designee on behalf of the HHA.

10

The return of a security deposit shall occur within thirty (30) days of the unit becoming vacant. HHA agrees to return the Security Deposit to the tenant when he/she vacates, less any deductions for any costs indicated above. If such deductions are made, the HHA will furnish the tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

11

12

VI. UTILITIES AND APPLIANCES

(a) HHA's Responsibilities--As part of the rent, the Authority will supply water and sewerage. If indicated by an (X) on Part II of this Residential Lease, the Authority will also provide the additional indicated utility: electricity, natural gas or heating fuel. The Authority will not be liable for the failure to supply service for any cause whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator. Major electrical appliances: air conditioners, freezers, extra refrigerators, dryers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by the tenant for the electricity used in the operation of such appliances, per the schedule in the project office.

13

Whenever tenant has installed (whether before or after the execution of this Lease) an air conditioner in his/her premises, he/she shall be charged the monthly sum noted on Part II of the Lease Agreement each month of occupancy for each air conditioner.

(b) Utility Allowance--When the Authority does not supply electricity, natural gas or heating fuel, an Allowance for Utilities shall be established appropriate for the size and type of dwelling unit. The tenant's rent to the Authority shall be reduced by an Allowance for Utilities the tenant pays directly to the utility supplier.

14

If the tenant's actual utility bill exceeds the Allowance for Utilities, tenant shall be responsible for paying the actual bill to the supplier. If tenant's actual utility bill is LESS than the Allowance for Utilities, tenant shall receive the benefit of such savings.

(c) Tenant responsibilities--tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation or guideline of any governmental authority or rules set by the HHA for the regulation or conservation of utilities or fuels.

HHA prohibits the use of space heaters in the premises. Tenant also agrees to abide by any City ordinance restricting or prohibiting the use of space heaters in multi-dwelling units.

15

VII. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease:

(a) Use and Occupancy of Dwelling--Tenant shall use and occupy the premises exclusively as a private dwelling for the tenant and family and for no other purpose. This provision does not exclude reasonable accommodations to tenant's guests or visitors, for a period not exceeding (15) days unless medical or other extenuating family circumstances exist. Tenant must make a written request to HHA for an extended visit. HHA requires that the circumstances be documented by the tenant. HHA management will approve/disapprove such visits in writing.

The tenant shall comply with all laws affecting the use of occupancy of the premises and with all Federal regulations now or hereafter established or modified.

(b) Ability to live independently--IF: During the terms of this Lease the tenant, by reason of physical or mental impairment is no longer able to:

- Maintain the premises in a clean, safe and livable condition;

- Care for is/her own physical needs;

OR

- Is disruptive, abusive or otherwise interferes with the quiet enjoyment of other tenants;

AND

- Cannot make arrangements for someone to aid him/her in maintaining the premises in a safe, livable condition and caring for his/her physical needs

THEN: HHA will assist the tenant or designated member(s) of the tenant's family to find more suitable housing and move the tenant from the premises. If there are no family members willing or able to take responsibility for moving the tenant, the HHA will attempt to work with the appropriate agencies to secure suitable housing and will terminate the Lease.

At the time of admission elderly households (as defined in the "Statement of Policies Governing Admissions to and Continued Occupancy of HUD-Aided Low Rent Housing" hereinafter referred to as the Admissions and Occupancy Policies) must identify the family member(s) to be contacted in the event of the above circumstances arise.

(c) Redetermination of Rent, Dwelling Size and Eligibility--Rent is due and owing for the premises in the amount as fixed in Part II of the Lease Agreement until amended as described below.

(1) The status of each family is to be re-examined and rent redetermined at least once a year in accordance with an established re-examination schedule.

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(2) As a material provision of the Lease, tenant agrees and promises to supply the Authority, at least once each year, with accurate information as to: family composition, age of family members, income and source of income of all family members, assets, handicap or disability and related information necessary to determine eligibility, annual income, adjusted income and rent.

The Authority may require that this information be certified. The tenant agrees to comply with Authority requests for the verification of information by signing information releases for third party sources, presenting documents for review by the Authority or providing other suitable forms of verification.

This information will be used by the Authority in determining whether the amount of the rent should be changed and whether the dwelling size is still appropriate for the tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Polices, which are publicly posted in a conspicuous manner in the Project Office and incorporated by reference and made a part of this lease. A copy of the policies can be made available to applicants and tenants on request.

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(3) Rent will remain in effect for the period between regular rent redeterminations, UNLESS during such period:

(a) A person with income joins the family.

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(b) Tenant can show a change in his/her circumstances (such as decline or loss of financial income) which would justify a reduction in rent. If a reduction is granted, the tenant must report subsequent changes in income within ten (10) days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten (10) days may result in a retroactive charge.)

(c) If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent the tenant is paying is less than the rent that he/she should have been charged, the Authority may apply an increase in rent retroactive to the first of the month following the month ion which the misrepresentation occurred.

(d) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager within ten (10) days of the occurrence. Failure to report within the ten (10) days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of the tenant AND it does not disqualify the family for the size unit it is currently occupying.

(d) Rent Adjustments due to redeterminations--The tenant will be notified in writing of any resultant rent adjustments due to the situations described in the preceding paragraphs; such notice will state the effective date of the rent adjustments.

1. In the case if a rent decrease,the adjustment will become effective on the first day of the month following the reported change in circumstances, provided the tenant reported the change in a timely manner, as specified above.

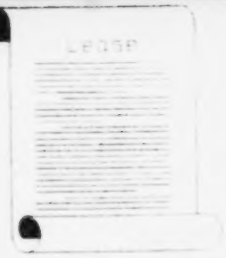
2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and us reported within ten (10) days of the occurrence, the adjustment will become effective the first day of the second month following the month in which the change was reported.

3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority may apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers--

1. Tenant agrees that if the HHA determines that the size of the premises is no longer appropriate to tenant's needs or does not conform to the Occupancy and Assignment Standards as described in HHA Admissions and Occupancy Policies, the HHA may send to tenant a 15-day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size.

2. HHA, if it deems appropriate, may move a tenant into another unit if it is determined necessary to rehabilitate the tenant's unit or provide proper facilities for the family's care and well-being or to provide proper facilities for handicapped or disabled persons.



3. Tenant is required to move into the dwelling unit made available by the HHA. Tenant had fifteen (15) days time following the receipt of the Transfer Notice in which to move. After the 15 day period previously specified, the tenant has no more than three (3) days to move from any unit that is ready for reoccupancy and accepted by the tenant. (Preoccupancy inspection form must be completed and signed by the tenant.)
4. HHA will consider any tenant requests for transfers in accordance with the transfer priorities established in the Admission and Occupancy Policies.

VIII. HHA OBLIGATIONS

HHA shall be obligated:

22

(a) To maintain the premises and the project in a decent, safe and sanitary condition.

(b) To comply with the requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.

23

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(c) To make necessary repairs to the premises.

(d) To keep project building, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep in a clean and safe condition.

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied with the HHA.

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(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other r waste removed from the premise by the tenant as required by this Lease.

(g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

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IX. TENANT'S OBLIGATIONS

Tenant shall be obligated:

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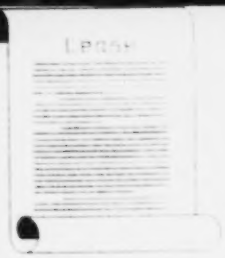
(a) Not to assign this Lease nor sublet or transfer possession of the premises.



(b) (i) Not to give accommodation to boarders to lodgers;

(ii) Not to give accommodation to long term guests (In excess of 30 days per year) without the written consent of the Authority.

(c) To use the premises solely as a private dwelling for tenant and tenant's household as identified in PART II of the Lease and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of tenant's family provided the accommodation of such persons conforms to the Authority's Occupancy standards.

(d) To abide by necessary and reasonable regulations as declared by the HHA to the tenants from time to time for the benefit and well-being of the housing project and the tenants. These regulations are incorporated by references in this Lease. A copy of the regulations is posted in a conspicuous manner in the project office. Additional copies are available upon request. Violation of such regulations constitutes a violation of the Lease.

(e) To use only in a reasonable manner, all electrical, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.

(f) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways, for the exclusive use of the tenant, free from snow, ice and trash.

(g) To make no alterations or repairs or redecorations to the interior or exterior of the premises or to the equipment or install additional equipment of major appliances without written consent of the Authority.

Restrictions under this paragraph include, but are not limited to:

1. Installation of contact paper or adhesive type wall coverings, including wallpaper on any interior surface area, fixture or appliance in the premises.

2. Installation of any floor coverings, such as carpet, tile, linoleum or sheet vinyl, that require glue or adhesive to be applied to the existing floor of the premises. The tenant is permitted to lay loose carpeting over existing floor surfaces.

In addition, the tenant shall:

3. Make no changed to locks or install new locks on exterior doors without the Authority's written approval.

4. Use no nails, tacks, screws, brackets or fasteners in or on any part of the premises (a reasonable number of picture hangers excepted) without authorization by the Authority.

5. Deface the exterior or interior surfaces or any appliance provided by the Authority.

(h) To give prompt prior notice (at least 48 hours) to HHA management of tenant's leaving the premises unoccupied for any period exceeding one calendar week.

Should the tenant abandon the unit, the Authority will act to secure the unit and recover possession in accordance with state law.

(i) To insure that the tenant, members of his or her family, guests or other persons who are on the premises with tenant's consent, conduct themselves in a manner which will:

1. Not disturb tenant's neighbor's peaceful enjoyment of their accommodations; and

2. Be conducive to maintaining the project in a decent, safe and sanitary condition.

(j) To refrain from and cause members of tenant's household and guests to refrain from:

1. Illegal or other activity which impairs the physical or social environment of the project.

2. Unlawful or disorderly conduct or behavior that is a hazard to safety or creates a nuisance.

35

(k) To act in a cooperative manner with neighbors and Authority staff. To refrain from and cause members of tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner towards neighbors and Authority staff.

(l) To refrain from and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or project.

(m) Except for normal wear and tear, the tenant agrees to pay reasonable charges as posted in the project office, for repair of damages to the leased premises, project buildings, facilities or common areas caused by the tenant, his household or guests.

36

The tenant is required to report any incident of vandalism or damage to the premises, common area, building or grounds to the Authority or police department. The tenant must notify the Authority/police in a timely fashion and where possible, identify the person(s) involved.

Failure to notify the Authority or the police (as appropriate) concerning damage to the premises, shall result in tenant liability for the costs of the repairs.

(n) Weapons--

1. Not to display or use or allow members of the tenant's household or guests to display or use any firearms, BB guns, pellet guns, slingshots or other offensive weapons as defined by the laws and courts of the State of Pennsylvania in a manner that endangers life or property.

37

2. To keep firearms stored on the premises in a locked gun cabinet supplied by the tenant and approved by the Authority.

3. To provide the Authority with a copy of the applicable permit or registration as required by state or federal law for any weapon or firearm kept on the premises.

(o) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(p) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable material upon the premises.

38

(q) To avoid obstructing sidewalks, areaways, galleries, passages or stairs, nor use these for purposes other than entry to the premises or exit therefrom.

39

(r) To refrain from erecting or hanging radio or television antenna on or from any part of the premises.

(s) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable ordinances and then only after having received written permission of the Authority.

(t) To refrain from and cause members of tenant's household to refrain from keeping, maintaining, harboring or boarding and dog, cat, livestock or pet of any nature on the premises of any HHA family development, unless a verified physical handicap warrants the use of a pet.

40

(u) To remove from Authority property any vehicles without current license tags and valid inspection stickers. To refrain from parking inoperable vehicles in any right-of-way or fire lane designated and marked by the Authority. Automobile repairs are not permitted on project site.

41

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Any inoperable or unlicensed vehicle as described above will be removed by the Authority at the tenant's expense.

(v) To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from and cause members of the tenant's household or guests to refrain from littering or throwing trash and debris in common areas.

The tenant shall remove from the premises and project grounds any unserviceable appliances and dispose of properly. The tenant will also remove automobile parts, tires, etc., from the common area or grounds. If necessary, the items previously described shall be removed by the Authority and the tenant charged for the cost of removal and disposal.

43

(w) To remove any personal property left on Authority property when tenant leaves, abandons or surrenders the premises. Property left on the unit shall be considered abandoned and will be disposed of by the Authority. The cost of disposal shall be assessed against the former tenant.

(x) Tenant shall use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation for himself, his household and his neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project.

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants--

44

Authority Responsibilities--

(a) The Authority shall be responsible for repair of the unit within a reasonable period of time of receiving notice from the tenant, provided, if the damage was caused by the tenant. tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant.

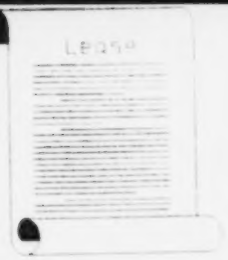
45

(b) The Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period of time.

(c) In the event repairs cannot be made by the Authority as described above and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if tenant rejects alternative accommodations or if the damage was caused by tenant, tenant's household or guests.

46

(d) If the Authority determines that the premises are untenable such that there is imminent danger to the life, health and safety of the tenant and alternative accommodations are unavailable or refused by the tenant, this Lease shall terminate and any rent will be refunded to the tenant.



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Tenant Responsibilities--

(e) The tenant shall immediately notify the Executive Director or project manager, in writing, of the damages and intent to abate rent, when the damage is or becomes sufficiently severe that the tenant believes he/she is justified in abating rent.

48

(f) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XI. INSPECTION OF THE PREMISES

49

(a) Pre-Occupancy Inspection--The Authority and the tenant or his/her representative will be obligated to inspect the dwelling unit prior to occupancy by the tenant. The Authority will give the tenant a written statement of the condition of the premises, interior and exterior as applicable and any equipment provided with the unit. The statement will be signed by the Authority and tenant and a copy of the statement retained in the tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to the tenant.

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(b) Pre-termination Inspection--The Authority will inspect the unit at the time tenant vacates the unit and give the tenant a written statement of the charges, if any, for which tenant is responsible. tenant and his/her representative may join in such inspection unless the tenant vacates without notice to the HHA.

51

(c) Annual Inspection--The Authority will inspect the unit at least annually. The Annual Inspection(s) will:

1. Identify work items for correction under a preventative maintenance program.

2. Check on the tenant's treatment of the premises and the fixtures and appliances contained therein.

3. Assess tenant's housekeeping habits in accordance with the housekeeping standards incorporated into this lease.

52

XII. ENTRY OF PREMISES DURING TENANCY

(a) Tenant Responsibilities--

1. Tenant agrees that the duly authorized agent, employee or representative of the Authority will be permitted to enter tenant's dwelling unit during reasonable hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, examining the condition of the unit or showing the unit for releasing.

53

2. When tenant calls to request maintenance on the unit, the Authority will provide maintenance in accordance with the work order

priority system established by the Authority. A description of the priority system is available at the site office.

If the tenant is absent from the premises when the Authority comes to perform maintenance, tenant's request for maintenance shall constitute permission to enter.

(b) Authority Responsibilities--

1. The Authority is permitted to enter a dwelling unit during reasonable hours upon two (2) days advance written notice to the tenant for the purposes specified in (A)(1) above.

2. The Authority may enter the tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. In the event that the tenant and all adult members of his or her household are absent from the dwelling at the time of entry, the Authority shall leave in the dwelling a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII NOTICE PROCEDURES

54

(a) Tenant Responsibility--Any notice to the authority must be in writing, delivered to the project office or sent by prepaid first class mail, properly addressed to the Authority's central office.

(b) Authority Responsibility--Notice to the tenant must be in writing, delivered to the tenant or to an adult member of the tenant's household residing in the dwelling unit or sent by prepaid first class mail, properly addressed to the tenant.

XIV. TERMINATION OF THE LEASE

55

In terminating the Lease, the following procedures shall be followed by the Authority and the tenant:

56

(a) This Lease may be terminated by the Authority only for serious or repeated violations of material terms of the Lease such as failure to fulfill the tenant obligations set forth in Section IX above or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

1. The failure to pay rent or other payments when due.

2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments in any twelve (12) month period shall constitute a repeated late payment.

3. Failure to comply with the housekeeping standards established by the Authority in Section XVIII of this Lease.

4. Failure to pay gas and/or electric bills when the tenant is responsible for paying such bills directly to the supplier of utilities.

5. Serious or repeated interference with the rights of other tenants; activity or behavior that has a negative effect on the social well being of the project environment. Examples are disturbances, domestic violence or abuse towards others in the tenant's household, fighting with other tenants or other members of the tenant's household and disorderly conduct.

6. Misrepresentation of family income, assets or composition.

7. Failure to report to the re-examination interview and provide required verification.

8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common area, grounds or parking areas of the project site.

9. The conviction of the head of household or other family member at the trial court level of a crime committed on or around the property of the Authority.

10. The conviction of any family member of a crime related to drug trafficking or possession.

11. Illegal weapons or drugs seized in a HHA unit by a law enforcement officer.

57

12. More than one fire on Authority premises caused by carelessness or unattended cooking.

(b) The Authority shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent;

2. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance or a threat to the health or safety of other tenants or Authority members; and

58

3. Thirty (30) days in all other cases.

(c) The notice of termination to the tenant shall:

1. State the reason(s) for the termination;

59

2. Inform the tenant of his/her rights to make such reply as he/she may wish; and

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3. Inform the tenant of his/her right to request a hearing in accordance with the Authority's Grievance Procedure.

EXCEPT THAT: The Authority reserves the right to exclude from the Grievance Procedure any grievance concerning an eviction or termination of tenancy based upon the tenant's creation or maintenance of a threat to the health or safety of other tenants or HHA employees.

The Grievance Procedure is not applicable to disputes between tenants not involving HHA or to class grievances.

If a tenant has requested a Grievance Hearing on a complaint involving a notice of proposed termination of the Lease and the hearing officer or hearing panel upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action until it has complied with state law and served a Notice to vacate on the tenant.

In no event shall the Notice to Vacate be issued prior to the decision of the hearing officer or the hearing panel having been mailed or delivered to the complainant. The Notice to Vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable time period, appropriate action will be brought in accordance with the State Landlord Tenant Law and he/she may be required to pay the costs of court and attorney's fees.

If the tenant does not request a Grievance Hearing, the tenant is still entitled to any notice required by the State of Pennsylvania Landlord Tenant Statutes.

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(d) Tenant may terminate this lease at any time by giving fifteen (15) days written notice as described in Section XIII above.

XV. WAIVER

Waiver by the Authority of a breach any section or condition set forth in the Lease or made a part of this Lease by amendment, shall not be construed as a waiver of the section or condition itself. Granting a waiver based on the individual circumstances of the tenant family does not mean that any subsequent breach of the Lease or any other covenant, agreement or condition established between the Authority and the tenant or other tenants is waived.

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If the tenant violates the terms and conditions of Lease and such violations are not brought immediately to the attention of the Authority, the Authority upon learning of such violations, may take the appropriate action provided for in the Lease and no such past violation which has not been acted upon by the Authority shall constitutes a waiver of subsequent similar violations.

XVI. CHANGES AND NEW LEASES

THIS LEASE with the inclusions cited herein, together with tenant's application for admission, tenant's statements of income and of family

composition and notices of future rent adjustments evidence the entire agreement between the Authority and tenant.

(a) Modifications of this lease must be accompanied by a written amendment to the Lease executed by both parties, except for matters involving rent determination and posted policies, rules and regulations. HHA reserves the right to change this Lease from time to time, at its option.

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(b) HHA shall provide at least thirty (30) days written notice to the tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the HHA.

XVII. GRIEVANCE PROCEDURE

(a) All disputes concerning the obligations of tenant or appeals arising under this Lese shall be resolved in accordance with the HHA's grievance procedure in effect at the time such dispute or appeal arise. The procedures are posted in the project office and the Admissions and Occupancy Office and incorporated herein for reference. A copy is available to tenants upon request.

(b) The following is a summary of the Grievance Procedure. Tenant is advised to consult the full text of the Procedure in the project office.

Informal Settlement Phase

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- Grievable dispute arises;

- Tenant submits grievance to HHA central office or project manager within five (5) working days for informal settlement;

- Manager or other authorized authority represented must set up an informal hearing in an effort to bring the dispute to settlement within fifteen (15) days;

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- Summary of Discussion will be sent to tenant within three (3) working days stating the findings of the informal hearing; and

- If the tenant is not satisfied with the findings by the HHA, tenant must request a formal hearing within five (5) working days after receiving the Summary of Discussion.

NOTE: Request for a formal hearing involving rent requires tenant to deposit each month the amount of rent due, as calculated by the HHA, into an escrow account until a decision is reached to resolve the complaint.

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Formal Settlement Phase

- Within five (5) working days the HHA and tenant must select a Hearing Officer;

- Within three (3) working days--if tenant and HHA cannot agree on a Hearing Officer, each person appoints one (1) member to a Hearing Panel and those two members select a third member within five (5) working days;

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- Hearing must be promptly scheduled at a time convenient to both the tenant and the HHA;

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- A written decision will be forwarded to both the tenant and the HHA within ten (10) working days; and

- If the decision is unacceptable to the tenant, he/she may pursue relief subject to state and local law.

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XVIII. HOUSEKEEPING STANDARDS

In an effort to improve the livability of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit, at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the tenant in writing if he/she fails to comply with the standards. The Authority will advise the tenant of the correction(s) required to establish compliance and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

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Training will be available to any tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant Responsibility: The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment

General--

(1) Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints.

(2) Floors should be clean, clear and free of hazards.

(3) Ceilings should be clean and free of cobwebs.

(4) Windows should be clean and not nailed shut. Shades, where permitted, should be intact.

(5) Woodwork should be clean and free of heavy dust accumulation.

(6) Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

(7) Heating units, duct work and vents should be dusted, free of debris and access uncluttered.

(8) Trash shall be disposed of properly and not left in the unit.

(9) Entire unit should be free of rodent or insect infestation.

Kitchen--

(1) Stove should be clean and free of food and grease.

(2) Refrigerator should be clean. Freezer should close properly and freezer should have no more than one half inch of ice.

(3) Cabinets should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.

(4) Exhaust fan should be free of grease and dust.

(5) Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

(6) Food storage areas should be neat and clean without spilled food.

(7) Small quantities of trash and garbage shall be kept in covered kitchen wastebasket until removed to the disposal area.

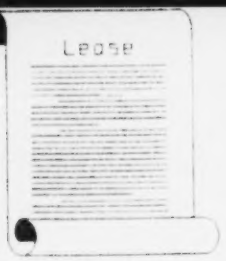
Bathroom--

(1) Toilet and tank should be clean and odor free.

(2) Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in a place and of adequate length.

(3) Lavatory should be clean.

(4) Exhaust fans should be free of dust.



Storage Areas--

(1) Linen closet should be neat and clean.

(2) Other closets should be neat and clean. No flammable materials shall be stored in the unit.

(3) Other storage areas should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only. Some standards apply only when the area noted is for the exclusive use of the tenant:

(1) Yards should be free of debris and abandoned cars. Grass must be cut when it reaches three (3) inches in height. Exterior walls should be free of graffiti.

(2) Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

(3) Steps (front and rear) should be clean and free of hazards.

(4) Sidewalks should be clean and free of hazards.

(5) Storm doors should be clean.

(6) Parking lot should be free of abandoned cars. There should be no car repairs in the lots.

(7) Hallways should be clean and free of hazards.

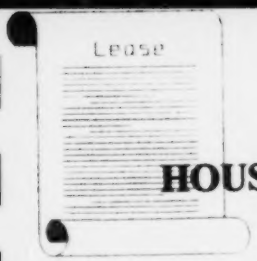
(8) Stairwells should be clean and uncluttered.

(9) Laundry areas should be clean and neat. remove lint from dryers after use.

(10) Utility room should be free of debris, motor vehicle parts and flammable materials.

THE TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE).

ATTACHMENT: "LEAD BASED PAINT WARNING AS REQUIRED BY HUD"



HOUSING AUTHORITY OF THE CITY OF HARRISBURG

Part II of the Residential Lease Agreement

THIS AGREEMENT, executed this _____ day of _____, 19____

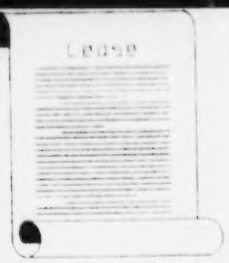
by and between the Housing Authority of the City of Harrisburg (herein called "HHA") and _____ (herein called "tenant").

WITNESSETH:

(1) That HHA, relying upon the representations of tenant as to tenant's income, family composition and housing need, hereby leases to tenant, upon conditions set forth in Part I of the Lease Agreement and further described below, the dwelling unit LOCATED AT _____ (and hereafter called the "premises") to be occupied exclusively as a private residence by tenant and tenant's family. The tenant's ACCOUNT NUMBER is: _____.

(2) Family Composition--The tenant's family is composed of the individuals listed below. (Other than the Head or Spouse, each family member should be listed by age, oldest to youngest. All adult family members, 18 or older, shall execute the Lease.

	Name	Relationship	Age
(1)	_____	HEAD OF HOUSEHOLD	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____
(6)	_____	_____	_____
(7)	_____	_____	_____
(8)	_____	_____	_____
(9)	_____	_____	_____
(10)	_____	_____	



(3) Rent--Rent shall be $_____ and, if applicable, the tenant shall receive the benefit of $_____ from HHA for Utility Reimbursement paid to the utility supplier for the period beginning _____ and ending at midnight _____.

Thereafter rent in the amount of $_____ shall be due and payable on the first day of each month and shall be delinquent after the fifth (5th) day of said month. If applicable, a Utility Reimbursement, in the amount of $_____ shall be paid to the utility supplier in accordance with the supplier's monthly billing cycle.

Rent may be paid at the following location(s):_____

_____.

(4) Utilities and Appliances--If indicated by an (X) below, HHA provides the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Other: _____

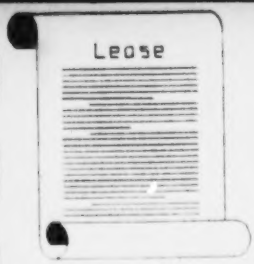
HHA shall provide a cooking range and refrigerator for all units.

(5) Other Charges in Addition to Rent (Not applicable to tenants who pay utilities directly to the utility supplier). Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of $_____ per month will be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances: If checked below, an additional charge of $_____ per month for each month of occupancy for each excess appliance in the premises:

( ) Freezer, type:_____ ( ) Extra Refrigerator
( ) Other:_____ ( ) Other:_____



(6) Security Deposit--Tenant agrees to pay $_____ (an amount equal to one month's rent or $100.00, whichever is less) as a security deposit.

See Part I of this lease for information on treatment of the security deposit.

(7) Additional Literature--If indicated by an (X) below, HHA has provided the tenant with the following pamphlet or information:

( ) Lead Paint Poisoning*
( ) Housekeeping Standards*
( ) Other: _____
( ) Standard Maintenance Charges
( ) Work Request Priority System

* This information is included in Part I of the Lease Agreement.

Statement for Receipt of Information

I/We have received a copy of the above information including the publication titled: "Watch Out for Lead Based Paint Poisoning." The above information has been thoroughly explained to me. I/We understand the possibility of lead based paint may exist in my unit.

By the signature(s) below, I/we acknowledge that the provisions of Part I of this Lease Agreement have been thoroughly explained to me/us and agree to be bound by it provisions and conditions as written.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Manager: _____ Date: _____

Witness: _____ Date: _____

Office Address: _____ Hours: _____

Telephone Number: _____

EMERGENCY TELEPHONE NUMBER: _____

Monday through Friday after 4:30 p.m.

Weekends and Holidays

Understanding Your Lease

Pre-Post Activity Assessment

True or False

Directions: Answer *True* or *False* to the following statements.

1. Rent is due on the 15th of each month. _____

2. If someone with an income joins your family, your rent will be increased. _____

3. You will be charged a fee if you or someone in your unit causes damage. _____

4. If you are evicted by the Housing Authority, you must be given written notice 30 days ahead of time for failing to pay rent. _____

5. Your security deposit of $100, or the equivalent of one month's rent, will be returned to you just before you are ready to move out of your unit. _____

Fill In The Blanks

Directions: Use the words listed below to fill in the blanks for the statements below.

written approval	first	space heaters
escrow	income	terminate
deposit	settlement	lease

6. _____ are not allowed in any unit.

7. Your rent is due on the _____ day of each month.

8. If you fail to pay rent or lie about your household income, the Housing Authority can _____ you lease.

9. Air conditioners, freezers, dryers, and other major appliance will be permitted only with _____ by the Housing Authority.

10. Every month your _____ is automatically renewed.

Multiple Choice

Directions: Circle the correct answer to the statements below.

11. The Housing Authority has the right to

(a) terminate your lease without notice.
(b) enter your unit between 8:00 a.m. and 4:30 p.m. to make repairs or improvements.
(c) inspect your personal property before you move into your unit.

12. If you need repairs, the Housing Authority will

(a) expect you to file a written request for the repairs you need.
(b) inspect your unit before making any repairs.
(c) take care of the problem as soon as possible and in a priority order.

13. While renting from the Housing Authority, you cannot

(a) entertain guests in your unit.
(b) have an air conditioning unit.
(c) operate a business out of your unit.

14. If you want to change the wallpaper or carpet in your unit, you must first

(a) send a bill for all charges to the Housing Authority.
(b) contact the manager before you make any changes.
(c) strip and clean the walls and floors with the right tools and cleaners.

15. The Housing Authority will provide

(a) a cooking range and a refrigerator for your unit.
(b) an activities center.
(c) an agreement with the Public Utilities Commission to keep utility bills low.

16. If you have a grievance with the Housing Authority, the Authority must

(a) set up a hearing within 15 days.
(b) respond to your grievance immediately.
(c) select a Hearing Office to hear your case.

17. Your security deposit

(a) will be returned prior to your moving out of your unit.
(b) is $200 or the equivalent of one month's rent, whichever is greater.
(c) may be used by the Housing Authority to pay the costs of rent or other charges you owe when the lease runs out.

18. The Housing Authority's obligations are

(a) to provide affordable housing for everybody who needs it.
(b) comply with all building codes and regulations.
(c) to keep all units safe and clean.

19. If your repair needs are serious and the Housing Authority can not make them immediately

(a) you are entitled to stop paying your rent immediately.
(b) the Authority may relocate you as soon as possible.
(c) file a grievance with the Housing Authority.

20. Before signing an agreement to rent a unit, you must first

(a) inspect the unit with a representative of the Housing Authority.
(b) make certain that your rent is paid for one month.
(c) pay your security deposit.

Matching

Directions: Match the letter in *Column B* with the correct number in *Column A*.

Column A	Column B
_____ 21. escrow	(a) happening once in twelve months
_____ 22. terminate	(b) to refer to a higher authority for settlement
_____ 23. annual	(c) to view closely; look over
_____ 24. appeal	(d) an account used for a special purpose
_____ 25. inspect	(e) coming to an end

Comprehension

Directions: Read the following sentences. Choose the answers that best completes the final sentence.

26. Rosemarie has several pictures she'd like to hang in her living room. She'll need to nail them to her wall. Before doing that she must

    (a) make sure she has the proper tools.
    (b) contact the manager.
    (c) buy new paint for the wall.

27. Michael is very distressed. He has been requesting certain repairs to be made in his unit for some time now. The Housing Authority has not responded to his requests. He wants to complain about this situation. Michael should submit his complaint to the project manager or to

    (a) the Human Relations Commission.
    (b) the Housing Authority's central office.
    (c) Small Claims Court.

28. Marsha is preparing to move from the housing development into her own home. She is ready to terminate her lease. She must do so by

    (a) calling the manager on the phone and letting him/her know she is going to move.
    (b) going to the Housing Authority's office and telling the secretary.
    (c) giving 15 days written notice.

29. James and his family have invited their uncle Matthew to move into their unit. Uncle Mattew works as an electrician. Because Matthew works, James's rent will

    (a) increase.
    (b) decrease.
    (c) stay the same.

30. Susan has several electrical appliances that she wishes to use in her unit. Susan can safely use which appliances without contacting the manager?

    (a) blender, small space heater, window fan, and electric fryer
    (c) hair dryer, toaster, clothes dryer, and crock pot
    (d) toaster, blender, window fan, and crock pot.